

PART I - THE SCHEDULE

SECTION A - SOLICITATION/CONTRACT FORM

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCHEDULE OF ITEMS/PRICES

LINE ITEM	DESCRIPTION	UNIT	BASE PERIOD		OPTION PERIOD 1*	OPTION PERIOD 2*	OPTION PERIOD 3*	OPTION PERIOD 4*	OPTION PERIOD 5*
			YEAR 1	YEAR 2					
001	Front End Processing								
001A	Indexing of Follow-on Papers	Package							
001B	Indexing of New Applications	Appl.							
001C	Indexing of Residual Paper Applications	Appl.							
001D	Scanning	Page							
001E	TC Indexing	Package							
002	Pre-Grant Publication								
002A	PGPub Preliminary Publication Build List	Weekly							
002B	PGPub Yellow Book 2	Appl.							
002C	PGPub Red Book ICE	Appl.							
002D	PGPub Sequence Data Book	Weekly							
002E	PGPub Sequence Data Media Contents List	Weekly							
002F	PGPub Publication Build Update File	Weekly							
002G	PGPub Yellow Book 2 Media Contents List	Weekly							
002H	PGPub Missing "Unused" Publication Number File	Weekly							

LINE ITEM	DESCRIPTION	UNIT	BASE PERIOD		OPTION PERIOD 1*	OPTION PERIOD 2*	OPTION PERIOD 3*	OPTION PERIOD 4*	OPTION PERIOD 5*
			YEAR 1	YEAR 2					
003	Initial Data Capture								
003A	Initial Data Capture of Utility Applications	Appl.							
003B	Initial Data Capture of Utility Applications-Reuse	Appl.							
003C	Initial Data Capture of Reissue Applications	Appl.							
003D	Initial Data Capture of Statutory Invention Registrations (SIR)	Appl.							
003E	Initial Data Capture of Design Applications	Appl.							
003F	Initial Data Capture of Plant Applications	Appl.							
003G	Initial Data Capture of Plant Applications-Reuse	Appl.							
003H	Initial Data Capture of Reexamination Certificates	Appl.							
003J	Initial Data Capture Red Book ICE	Weekly							
004	File Maintenance								
004A	File Maintenance-All Applications	Appl.							
004B	Residual Applications Receipt, Retrieval and Storage	Appl.							
005	Final Data Capture								
005A	Final Data Capture of Utility Patents	Appl.							
005B	Final Data Capture of Reissue Patents	Appl.							
005C	Final Data Capture of Statutory Invention Registrations (SIR)	Appl.							

LINE ITEM	DESCRIPTION	UNIT	BASE PERIOD		OPTION PERIOD 1*	OPTION PERIOD 2*	OPTION PERIOD 3*	OPTION PERIOD 4*	OPTION PERIOD 5*
			YEAR 1	YEAR 2					
005D	Final Data Capture of Design Patents	Appl.							
005E	Final Data Capture of Plant Patents	Appl.							
005F	Final Data Capture of Reexamination Certificates	Appl.							
005G	Grant Weekly Issue Break Down List	Weekly							
005H	Grant Weekly Issue Build List	Weekly							
005J	Grant Red Book ICE	Weekly							
005K	Grant Yellow Book 2	Weekly							
005L	Grant Yellow Book 2 Media Contents List	Weekly							
005M	Grant Sequence Data Book	Weekly							
005N	Grant Sequence Data Media Contents List	Weekly							
005P	Patent PostScript® File for Printing	Weekly							
005Q	Electronic Official Gazette for Patents (eOG:P)	Weekly							
005R	Patent and Trademark Official Gazette Notices Files in HTML Format	Weekly							
005S	Patent and Trademark Official Gazette Notices Files in PostScript® Format	Weekly							
005T	Cumulative Lists for Reissue Applications Filed and Requests for Reexamination Filed	Weekly							
005U	Patent and Trademark Official Gazette Classification Indices of Patents	Weekly							
005V	Patent and Trademark Official Gazette Geographical Indices of Inventors	Weekly							

LINE ITEM	DESCRIPTION	UNIT	BASE PERIOD		OPTION PERIOD 1*	OPTION PERIOD 2*	OPTION PERIOD 3*	OPTION PERIOD 4*	OPTION PERIOD 5*
			YEAR 1	YEAR 2					
005W	Review and Assembly of Patents Issued	Patent							
006	Post Issuance								
006A	Certificates of Correction (CofC) Processing	Patent							
006B	Miscellaneous Certificates of Patents, PostScript® File	Cert.							
006C	CofC Weekly Postscript® File for Printing	Weekly							
006D	CofC Yellow Book 2	Weekly							
006E	CofC Yellow Book 2 Media Contents List	Weekly							
006F	Re-Keyed Patent Files due to CofC	Patent							
007	Annual Deliverables								
007A	Annual Indices (Parts I and II) PostScript® File	Yearly							
007B	Annual Consolidated Patent and Trademark Listings of Notices	Yearly							
Option 008	Future Patent Application Deliverables								
008A	Phase 1: Text Conversion of Applications As-Filed	Appl.	N/A						
008B	Phase 2: Text Conversion of Follow-On and Internal/Outgoing Documents	Page	N/A	N/A					

*** PERIOD OF PERFORMANCE**

Base Period: January 1, 2005 through December 31, 2006

Option Period 1: January 1, 2007 through December 31, 2007

Option Period 2: January 1, 2008 through December 31, 2008

Option Period 3: January 1, 2009 through December 31, 2009

Option Period 4: January 1, 2010 through December 31, 2010

Option Period 5: January 1, 2011 through December 31, 2011

Award Term Options: The Contractor shall have the opportunity to earn the addition of up to three, 1-year award term option periods for achieving specific contract incentives in accordance with paragraph H.4.

B.2 CONTRACT VOLUME ESTIMATES

The quantities listed below are the USPTO best estimates of its requirements for the Base and Option Years. The USPTO does not guarantee that it will order these exact requirements under this contract nor will it be obligated to do so. The USPTO anticipates volume fluctuations from week to week. The USPTO intends to use this contract as its only source for obtaining the products described on the following pages:

CONTRACT VOLUME ESTIMATES

LINE ITEM	DESCRIPTION	UNIT	BASE PERIOD		OPTION PERIOD 1*	OPTION PERIOD 2*	OPTION PERIOD 3*	OPTION PERIOD 4*	OPTION PERIOD 5*
			YEAR 1	YEAR 2					
001	Front End Processing								
001A	Indexing of Follow-on Papers	Package	2,063,000	2,146,150	2,232,658	2,322,658	2,416,294	2,513,712	2,615,064
001B	Indexing of New Applications	Appl.	465,300	484,715	504,251	524,913	546,709	569,644	592,727
001C	Indexing of Residual Paper Applications	Appl.	58,500	42,350	46,585	51,244	56,368	62,005	68,205
001D	Scanning	Page	77,095,100	74,851,029	78,388,408	82,119,098	86,055,884	90,212,568	94,604,047
001E	TC Indexing	Package	423,150	440,108	457,745	476,089	495,169	515,015	535,655
002	Pre-Grant Publication								
002A	PGPub Preliminary Publication Build List	Weekly	52	52	52	52	52	52	52
002B	PGPub Yellow Book 2	Appl.	255,100	263,600	276,200	290,000	304,500	319,700	335,700
002C	PGPub Red Book ICE	Appl.	255,100	263,600	276,200	290,000	304,500	319,700	335,700
002D	PGPub Sequence Data Book	Weekly	52	52	52	52	52	52	52
002E	PGPub Sequence Data Media Contents List	Weekly	52	52	52	52	52	52	52
002F	PGPub Publication Build Update File	Weekly	52	52	52	52	52	52	52
002G	PGPub Yellow Book 2 Media Contents List	Weekly	52	52	52	52	52	52	52
002H	PGPub Missing "Unused" Publication Number File	Weekly	52	52	52	52	52	52	52

LINE ITEM	DESCRIPTION	UNIT	BASE PERIOD		OPTION PERIOD 1*	OPTION PERIOD 2*	OPTION PERIOD 3*	OPTION PERIOD 4*	OPTION PERIOD 5*
			YEAR 1	YEAR 2					
003	Initial Data Capture								
003A	Initial Data Capture of Utility Applications	Appl.	41,440	46,440	53,000	58,520	61,160	64,220	67,460
003B	Initial Data Capture of Utility Applications-Reuse	Appl.	165,760	185,760	212,000	234,080	244,640	256,880	269,840
003C	Initial Data Capture of Reissue Applications	Appl.	500	500	500	500	500	500	500
003D	Initial Data Capture of Statutory Invention Registrations (SIR)	Appl.	100	100	100	100	100	100	100
003E	Initial Data Capture of Design Applications	Appl.	17,160	17,160	17,160	17,160	17,160	17,160	17,160
003F	Initial Data Capture of Plant Applications	Appl.	200	200	200	200	200	200	200
003G	Initial Data Capture of Plant Applications-Reuse	Appl.	800	800	800	800	800	800	800
003H	Initial Data Capture of Reexamination Certificates	Appl.	200	200	200	200	200	200	200
003J	Initial Data Capture Red Book ICE	Weekly	52	52	52	52	52	52	52
004	File Maintenance								
004A	File Maintenance-All Applications	Appl.	225,960	250,960	283,760	311,360	324,560	339,860	356,060
004B	Residual Applications Receipt, Retrieval and Storage	Appl.	15,000	12,000	10,000	5,000	2,000	1,000	500
005	Final Data Capture								
005A	Final Data Capture of Utility Patents	Appl.	198,900	222,900	254,400	280,900	293,500	308,300	323,800
005B	Final Data Capture of Reissue Patents	Appl.	500	500	500	500	500	500	500
005C	Final Data Capture of Statutory Invention Registrations (SIR)	Appl.	100	100	100	100	100	100	100

LINE ITEM	DESCRIPTION	UNIT	BASE PERIOD		OPTION PERIOD 1*	OPTION PERIOD 2*	OPTION PERIOD 3*	OPTION PERIOD 4*	OPTION PERIOD 5*
			YEAR 1	YEAR 2					
005D	Final Data Capture of Design Patents	Appl.	17,160	17,160	17,160	17,160	17,160	17,160	17,160
005E	Final Data Capture of Plant Patents	Appl.	1,000	1,000	1,000	1,000	1,000	1,000	1,000
005F	Final Data Capture of Reexamination Certificates	Appl.	200	200	200	200	200	200	200
005G	Grant Weekly Issue Break Down List	Weekly	52	52	52	52	52	52	52
005H	Grant Weekly Issue Build List	Weekly	52	52	52	52	52	52	52
005J	Grant Red Book ICE	Weekly	52	52	52	52	52	52	52
005K	Grant Yellow Book 2	Weekly	52	52	52	52	52	52	52
005L	Grant Yellow Book 2 Media Contents List	Weekly	52	52	52	52	52	52	52
005M	Grant Sequence Data Book	Weekly	52	52	52	52	52	52	52
005N	Grant Sequence Data Media Contents List	Weekly	52	52	52	52	52	52	52
005P	Patent PostScript® File for Printing	Weekly	52	52	52	52	52	52	52
005Q	Electronic Official Gazette for Patents (eOG:P)	Weekly	52	52	52	52	52	52	52
005R	Patent and Trademark Official Gazette Notices Files in HTML Format	Weekly	52	52	52	52	52	52	52
005S	Patent and Trademark Official Gazette Notices Files in PostScript® Format	Weekly	52	52	52	52	52	52	52
005T	Cumulative Lists for Reissue Applications Filed and Requests for Reexamination Filed	Weekly	52	52	52	52	52	52	52
005U	Patent and Trademark Official Gazette Classification Indices of Patents	Weekly	52	52	52	52	52	52	52
005V	Patent and Trademark Official Gazette Geographical Indices of Inventors	Weekly	52	52	52	52	52	52	52

LINE ITEM	DESCRIPTION	UNIT	BASE PERIOD		OPTION PERIOD 1*	OPTION PERIOD 2*	OPTION PERIOD 3*	OPTION PERIOD 4*	OPTION PERIOD 5*
			YEAR 1	YEAR 2					
005W	Review and Assembly of Patents Issued	Patent	217,900	241,900	273,400	299,900	312,500	327,200	342,700
006	Post Issuance								
006A	Certificates of Correction (CofC) Processing	Patent	33,800	36,400	39,000	41,600	44,200	46,800	49,400
006B	Miscellaneous Certificates of Patents, PostScript® File	Certificate	200	200	200	200	200	200	200
006C	CofC Weekly Postscript® File for Printing	Weekly	52	52	52	52	52	52	52
006D	CofC Yellow Book 2	Weekly	52	52	52	52	52	52	52
006E	CofC Yellow Book 2 Media Contents List	Weekly	52	52	52	52	52	52	52
006F	Re-Keyed Patent Files due to CofC	Patent	200	200	200	200	200	200	200
007	Annual Deliverables								
007A	Annual Indices (Parts I and II) PostScript® File	Yearly	1	1	1	1	1	1	1
007B	Annual Consolidated Patent and Trademark Listings of Notices	Yearly	1	1	1	1	1	1	1
Option 008	Future Patent Application Deliverables								
008A	Text Conversion of Applications As-Filed	Appl.	N/A	322,000	335,400	348,800	362,700	377,300	392,300
008B	Text Conversion of As-Filed, Follow-On and Internal/Outgoing Documents	Page	N/A	N/A	72.2 million	75.7 million	79.5 million	83.4 million	87.6 million

B.3 HISTORICAL PRODUCTION VOLUMES

The USPTO will have recurring requirements for the needed products, but the exact quantity will vary depending upon USPTO filings and approval of patent applications during each contract year. The contract requires timely production of deliverables on a weekly basis that must be delivered in accordance with a stringent production schedule. The USPTO anticipates volume fluctuations from week to week. Products with unacceptable quality or late delivery impact the USPTO publishing schedule as well as impacting other USPTO contracts.

The following volumes are current estimates provided for informational purposes only and do not constitute a commitment from USPTO that these will be actual volumes and sizes in the future.

New Applications -- Fiscal Year 2003

380,400

Indexing and Scanning of Pages in Fiscal Year 2004

62,718,300

Pre-Grant Publications in Calendar Year 2003

Utility:	236,514
Plant:	451
Corrections:	125
Total:	237,090

Grant Patent Applications in Calendar Year 2003:

	Initial Data Capture	Final Data Capture
Utility:	175,618	169,028
Reissue:	468	421
Design:	16,133	16,574
Plant:	1,076	994
SIRs:	34	36
Reexams:	144	180
Total:	193,473	187,233

Certificates of Correction in Calendar Year 2003:

Total: 30,233

Pre-Grant Publication Application Sizes in Calendar Year 2003

Current Size of an Average Plant Publication

Average Plant Publication Pages => 4.85

Current Size of an Average Utility Publication

Front Page(s)	=>	1.00
Text Pages	=>	12.28
Drawing Pages	=>	9.44

For a publication size of 4000 Pre-Grant Publications

Average Pre-Grant Full Text / publication => 937 MB
Average Pre-Grant Image / publication => 4.3 GB

Grant Application Sizes in Calendar Year 2003

Current Size of an Average Plant Patent

Average Plant Patent Pages => 4.04

Current Size of an Average Utility Patent

Front Page(s)	=>	1.00
Text Pages	=>	5.26
Drawing Pages	=>	6.13

Current Size of an Average Design Patent

Average Design Patent Pages => 5.00

For an issue size of 3000 utility patents

Average Patent PostScript® Files / issue	=>	2.31 GB
Average Patent O.G. PostScript® File / issue	=>	203 MB
Average Patent O.G. Notices / issue 244 KB (ASCII version)	=>	16.5 MB (PostScript® Files)
Average Patent Full Text File / issue	=>	805 MB
Average Patent Image File / issue	=>	3.28 GB

USPTO Examiners Search Systems Usage in Calendar Year 2003

4,000 users per month
3.2 million searches per month

B.4 START-UP AND TESTING

After contract award, and if deemed necessary, the USPTO will provide sample test data to the Contractor for production of test deliverables as in Section F.4. The unit prices set forth in Section B.1 shall be inclusive of all costs associated with start-up and testing.

SECTION C –DESCRIPTION/ SPECIFICATIONS/WORK STATEMENT

C.1 OBJECTIVE

The objective of this contract is to obtain a Contractor capable of furnishing the USPTO and its customers with services pertaining to the receipt and conversion of documents for new applications as well as follow-on documents received for pre-examination, examination and post-examination processing into the USPTO Image File Wrapper (IFW) system. During this contract, the Contractor may be responsible for creating a new searchable text database that incorporates new applications as well as the integration of follow-on documents received during the pre-examination, examination and post-examination phases. In addition, this Contractor would provide high quality data capture services by receiving a combination of electronic image data and/or paper applications for conversion and subsequent return to the USPTO in prescribed electronic formats in order to enable the USPTO to meet its statutory requirements of publishing patent applications and granting issued patents weekly. Further, this Contractor would provide the USPTO with file maintenance services by processing all follow-on documents received by the USPTO for allowed patent applications. Following the patent issuance, the Contractor would provide data capture services in support of the issuance of Certificates of Corrections.

C.2 BACKGROUND

The USPTO has revised the rules of practice in patent cases as part of its 21st Century Strategic Plan to implement beginning-to-end electronic image processing of patent applications. The USPTO is increasing the integrity of its internal patent application record maintenance by adopting a new electronic data processing system for the storage and maintenance of all the records associated with patent applications. Since the system is consistent with the data processing system used by the European Patent Office (EPO), it will also improve information exchange among the Intellectual Property (IP) Offices.

The system uses image technology to replace the standard paper processing of patent applications currently used in the USPTO. The paper components of the patent application file contents (including the specification, oath or declaration, drawings, information disclosure statements, amendments, office actions, and file jacket notations) of pending applications will be scanned into electronic image files. Thereafter, all USPTO personnel will process and examine patent applications using the electronic image files, instead of the paper source documents.

The technology and procedures for the new system are similar to those used at the EPO, but adapted to the USPTO legal requirements and existing computer systems. The electronic format of applications will reduce delays in moving information within the USPTO and between the USPTO, the applicant, other IP Offices and other parties having authority to view the records. It will also reduce the potential for loss of records and misfiling, provide the capacity for multiple parties to access the records simultaneously, improve the efficiency of the publication and issue processes, and prepare the USPTO for subsequent improvements in electronic communication related to applications between the USPTO, the applicant, and other parties.

C.3 OUTLINE

Front End Processing – CLIN 001A-E

1. Application Indexing
 - Follow-on papers
 - New Applications
 - Residual Paper Applications
2. Scanning
3. Technology Center Indexing and Scanning
4. Image File Wrapper Customer Support

Pre-Grant Publication – CLIN 002

1. Publication Weekly Outputs
 - CLIN 002A - PGPub Preliminary Publication Build List
 - CLIN 002B - PGPub Yellow Book 2
 - CLIN 002C - PGPub Red Book ICE
 - CLIN 002D - PGPub Sequence Data Book
 - CLIN 002E - PGPub Sequence Data Media Contents List
 - CLIN 002F - PGPub Publication Build Update File
 - CLIN 002G - PGPub Yellow Book 2 Media Contents List
 - CLIN 002H - PGPub Missing “Unused” Publication Number File
2. Pre-Grant Re-use

Post-Allowance – CLIN 003, CLIN 004, CLIN 005

1. CLIN 003A-H - Initial Data Capture
 - CLIN 003J - Initial Data Capture Red Book ICE
2. CLIN 004 - File Maintenance
 - CLIN 004A – File Maintenance All Applications
 - CLIN 004B – Residual Applications Receipt, Retrieval and Storage
3. CLIN 005 - Final Data Capture/Patent Grant Issuance
 - CLIN 005A-F - Final Data Capture All Applications
 - CLIN 005G - Grant Weekly Issue Break Down List
 - CLIN 005H - Grant Weekly Issue Build List
 - CLIN 005J - Grant Red Book ICE
 - CLIN 005K - Grant Yellow Book 2
 - CLIN 005L – Grant Yellow Book 2 Media Contents List
 - CLIN 005M - Grant Sequence Data Book
 - CLIN 005N - Grant Sequence Data Media Contents List
 - CLIN 005P – Patent PostScript® File for Printing
 - CLIN 005Q – Electronic Official Gazette for Patents (eOG:P)
 - CLIN 005R – Patent and Trademark Official Gazette Notices Files in HTML Format
 - CLIN 005S - Patent and Trademark Official Gazette Notices Files in PostScript® Format
 - CLIN 005T – Cumulative Lists for Reissue Applications Filed and Requests for Reexamination Filed
 - CLIN 005U – Patent and Trademark Official Gazette Classification Indices of Patents
 - CLIN 005V – Patent and Trademark Official Gazette Geographical Indices of Inventors
4. CLIN 005W - Review and Assembly of Patents Issued

Post-Issuance – CLIN 006

- CLIN 006A – Certificates of Correction (CofC) Processing
- CLIN 006B – Miscellaneous Certificates of Patents, PostScript® File
- CLIN 006C – CofC Weekly PostScript® File for Printing
- CLIN 006D - CofC Yellow Book 2
- CLIN 006E - CofC Yellow Book 2 Media Contents List
- CLIN 006F – Rekeyed Patent Files due to CofC

Annual Deliverables – CLIN 007

- CLIN007A – Annual Indices (Parts I and II) PostScript® File
- CLIN007B – Annual Consolidated Patent and Trademark Listings of Notices

Future Patent Application Deliverables – CLIN 008

- CLIN 008A - Text Conversion of Applications As-Filed
- CLIN 008B - Text Conversion As-Filed, Follow-On, Internal/Outgoing Documents

Quality Control System

Other Miscellaneous Services

- Contractor Reports
- Image Assistance Center

C.4 Government Furnished Items

C.4.1. Government Furnished Data (GFD)

The USPTO will provide the following data on Digital Linear Tape (DLT) or Compact Disc/Digital Versatile Disc (CD/DVD) on a weekly basis until electronic data transfer is implemented or as backup whenever the electronic data transfer is not available. The Contractor shall maintain responsibility for the GFD. Loss and Damage of GFD will be subject to the application of Liquidated Damages. All methods of transmission will be under the control of the Contractor.

The Contractor may make copies of GFD, regardless of media or method of transmission, for processing purposes. After processing is completed, the Contractor shall destroy all copies. The Contractor may transmit, within its control, these copies in whatever mode it desires at its own expense. Transmission of these copies is restricted to the continental United States.

- Pre-Grant IFW DLT or CD/DVD: For Pre-Grant Publication, ePASS will create a weekly export of all IFW document images, which constitute the most recent complete documents. An index file conveying the indexing information maintained in IFW for the image files will be created and provided with each application. The index file will also provide version information for document pages to aid the contractor in identifying redundant portions of the application that may result from follow-on papers captured to perfect an application.
- Grant IFW DLT or CD/DVD: For Grant Issuance, ePASS will create daily initial, final, and query exports (as required) of “allowed”, “follow-on”, and “replacement” application images and index files will be produced and sent to the Contractor. The index file will also provide version information for document pages to aid the Contractor in identifying redundant portions of the application that may result from follow-on papers captured to perfect an application.
- Residual Paper Applications: Where the IFW images are not available; there will be residual paper applications that will be sent to the Contractor for processing.
- Pre-Grant PALM DLT or CD/DVD: For Pre-Grant Publication, PALM will produce a DLT or CD/DVD of primary and supplemental bibliographic data for publishing new applications and of only supplemental bibliographic data for EFS applications. A DLT or CD/DVD of the exported data files will be produced weekly and sent to the Contractor.
- Grant PALM DLT or CD/DVD: For Grant Issuance, PALM will produce a DLT or CD/DVD of supplemental bibliographic data to assist the Contractor in routing workflow. A DLT or CD/DVD of the exported data files will be produced daily and sent to the Contractor.
- PTA/PTE in ASCII Text via Email: For Grant Issuance, PALM will email an ASCII Text file of PTA/PTE data to the Contractor.

- EFS DLT or CD/DVD: The USPTO will produce a DLT or CD/DVD of redacted applications, applications filed before November 29, 2000 requesting publication, applications to be published “as amended”, and republications of already published patent applications to be forwarded to the Pre-Grant Publication Division for transfer to the Contractor.
- Scientific and Technology Information Center (STIC) CD/DVD: STIC will produce a CD/DVD containing the sequences associated with the Pre-Grant Publication applications scheduled to the Contractor.
- Scientific and Technology Information Center (STIC) CD/DVD: STIC will produce a CD/DVD containing the sequences associated with the allowed applications scheduled for issuance to the Contractor.
- Table CD/DVDs: The USPTO will create copies of the applicant-filed CD/DVDs containing tables associated with the applications scheduled for publication and forward it to the Pre-Grant Publication Division for transfer to the Contractor.
- On demand GFD DLT or CD/DVD: As needed, the USPTO will create an on demand for Grant and Pre-Grant Export to answer queries or replace corrupted, damaged GFD.

C.4.2. Government Furnished Equipment (GFE)

The USPTO will provide the following Government Furnished Equipment (GFE) to the Contractor.

- Access to the electronic data transfer system
- Access to the communication lines from the USPTO to the Contractor Sites (maintained by the USPTO)
- Access to PALM ExPO, PALM Pre-Exam, IFW systems and the USPTO Intranet as well as research websites via USPTO-supplied workstations and printers
- Carts, file trucks, Coverbind machines, envelopes, forms, label maker, labels
- Scanners and copiers
- Large volume supplies related to the front-end processing indexing and scanning (e.g., toner, paper, bulbs)

C.4.3. Government Furnished Space (GFS)

The USPTO will provide sufficient Government Furnished Space (GFS) for all the described Front End Processing to the Contractor.

C.5 Front End Processing

As mail is received into the USPTO mailroom, the USPTO Open and Sort Contractor will open and sort the mail and apply a mailroom date stamp to each document. Any incoming documents that require the collection of a fee will require that those documents be forwarded to the fee collection area for fee processing.

Mail received into the USPTO mailroom will generally fall into two categories: a) follow-on papers for applications currently filed within the USPTO and, b) papers for new applications being filed with the USPTO. All follow on papers and new applications shall be indexed, scanned and a CD image created for USPTO inspection within 4 workdays from retrieval.

For the purposes of this contract, the unit “package”, is defined as a discrete collection of documents submitted by an applicant, associated with a distinct serial number, received at the USPTO on a specific day. It is possible that an applicant may submit multiple packages corresponding to the same serial number on the same day. However, the Contractor is not responsible for merging these documents into one package, but rather shall treat these as distinct packages. This does not relieve the Contractor of its responsibility to index all documents received.

C.5.1 Application Indexing

C.5.1.1 Follow-on Papers

The Contractor will retrieve documents for indexing from the designated location within the USPTO throughout the day. The Contractor must index and batch follow-on documents received by inserting separator sheets in the appropriate location(s), assigning the appropriate document code(s), determining and recording document page counts, creating the appropriate record(s) in the IFW system, printing package and/or batch sheets, and disassembling or otherwise preparing the papers for scanning (see the USPTO Technical References). While indexing and batching documents, the Contractor must review the quality of each document and, following USPTO guidance apply or insert: the "Best Available Copy" stamp/sheet or the "Page Intentionally Left Blank" stamp where appropriate. When an item that cannot be scanned according to USPTO procedures (e.g. currently, oversized documents, computer disks, color/black and white photographs) is received, the Contractor will create an Artifact Folder in accordance with the instructions contained in the USPTO Technical References. The Contractor shall insure the appropriate electronic messages are created for scanned documents. A listing of current IFW document codes is provided in USPTO Technical References.

The Contractor is responsible for removing computer media from sequence applications, delivering the media to STIC at least once daily, retrieving completed reports from STIC, and indexing and scanning the completed report into the correct IFW. Assignment forms and related fees must be removed from the application package, annotated with the mail receipt date and application serial number, and promptly forwarded to Assignment Branch. Foreign and Non-Patent Literature (NPL) documents submitted with applications must be prepared for scanning. US References will not be scanned and can be disposed of by the Contractor.

As requested by the USPTO, the Contractor shall print electronically received (EFS) applications and shall either index and scan the paper copy for inclusion in the IFW or compare the printed copy to the version automatically scanned into the IFW system.

The USPTO will inspect the Contractor's work. The Contractor is required to correct any problems or deficiencies within 4 hours of receiving notification including requesting retrieval of follow-on papers as necessary. Contractor-generated errors will be corrected at no additional cost to the USPTO. The Contractor will provide daily, weekly, and/or monthly reports of the USPTO Index and Scanning work as required by the USPTO.

C.5.1.2 New Applications

The Contractor shall process new applications in mail receipt date order. Throughout the workday, the Contractor will retrieve new applications from the designated location(s) and prepare each application for scanning into the IFW or designated USPTO system. The types of applications are as follows:

- Provisional, Utility, Plant, Design, Reissue Applications, Statutory Invention Registrations (into IFW system)
- International applications (into POIS system)
- Reexamination Applications

The Contractor is required to imprint the application serial number and effective receipt date on the designated page(s). Newly assigned application serial numbers must be activated using an IFW/PALM terminal.

The Contractor must index and batch all new applications by inserting separator sheets in the appropriate location(s), assigning the appropriate document code(s), determining and recording document page counts, creating the appropriate record(s) in the IFW system, printing package and/or batch sheets, and disassembling or otherwise preparing the papers for scanning. Documents contained on legal- sized or over-sized paper will be copied onto 8-1/2 x 11 inch paper and scanned into the IFW system. While indexing and batching documents, the Contractor must review the quality of each document and, following USPTO guidance apply or insert: the "Best Available Copy" stamp/sheet or the "Page Intentionally Left Blank" stamp where appropriate. When an item that cannot be scanned according to USPTO procedures (e.g. currently, computer disks, color/black and white photographs) is received, the Contractor will create an Artifact Folder in accordance with the instructions contained in the USPTO Technical References. If

an applicant-submitted postcard or other receipt document is present, the Contractor must verify the information contained on the receipt agrees with the documents received. The postcard/receipt must be stamped and any discrepancies noted after which it should be mailed to the applicant. Any discrepancies are also noted on the transmittal. The Contractor shall create batches of the maximum size in accordance with instructions received from the USPTO. The Contractor shall insure the appropriate electronic messages are created for scanned documents.

The Contractor is responsible for removing computer media from sequence applications, delivering the media to STIC at least once daily, retrieving completed reports from STIC, and indexing and scanning the completed report into the correct Image File Wrapper. Assignment forms and related fees must be removed from the application package, annotated with the mail receipt date and application serial number, and promptly forwarded to Assignment Branch. Foreign and Non-Patent Literature (NPL) documents submitted with applications must be prepared for scanning. US references will not be scanned and can be disposed of by the Contractor.

The USPTO will randomly inspect the Contractor's work. The Contractor is required to correct any problems or deficiencies within 4 hours of receiving notification including requesting retrieval of application papers. Work to correct Contractor-generated errors will be at no additional cost to the USPTO. The Contractor will provide daily, weekly, and/or monthly reports of US file assembly work as required by the USPTO.

C.5.1.3 Residual Paper Applications

Throughout the workday, the Contractor will receive residual paper applications from the USPTO and prepare each application for scanning into the IFW or other designated USPTO system. Each residual paper application received in the USPTO must be indexed, scanned and a CD image created for USPTO inspection within 4 workdays of the date that it is delivered to the Contractor.

The Contractor must index and batch all documents in the residual paper applications by inserting separator sheets in the appropriate location(s), assigning the appropriate document code(s), determining and recording document page counts, creating the appropriate record(s) in the IFW system, printing package and/or batch sheets, and disassembling or otherwise preparing the papers for scanning. Documents contained on legal- sized or over-sized paper will not be scanned into the IFW system. An Artifact Folder is created for any papers that are not on 8½ x 11" paper. While indexing and batching documents, the Contractor must review the quality of each document and, following USPTO guidance apply or insert: the "Best Available Copy" stamp/sheet or the "Page Intentionally Left Blank" stamp where appropriate. When an unscannable item (e.g., computer disk, color photograph) is received, the Contractor will create an Artifact Folder in accordance with the instructions contained in the USPTO Technical References. The Contractor shall create batches of the maximum size in accordance with instructions received from the USPTO. The Contractor shall insure the appropriate electronic messages in IFW are created for scanned documents.

The USPTO will randomly inspect the Contractor's work. The Contractor is required to correct any problems or deficiencies within 4 hours of receiving notification including requesting retrieval of application papers. Work to correct Contractor-generated errors will be at no additional cost to the USPTO. The Contractor will provide daily, weekly, and/or monthly reports of the residual paper application assembly work as required by the USPTO.

C.5.2 Scanning

On a daily basis, the Contractor will retrieve from the designated locations indexed batches of new applications, residual paper applications and miscellaneous application-related papers, all of which require conversion to an electronic format and inclusion in the IFW system. Prior to scanning, the Contractor will:

- Insure each batch has been properly prepared (e.g., package and batch sheets generated and accurately inserted; packages contain only documents with same serial number and date; batch size is appropriate);
- Verify the document order as listed and as assembled are identical;

- Select the appropriate scanner; and
- Verify scanner settings are correct

The Contractor shall scan all document batches using USPTO-provided equipment and in accordance with the specifications contained in the USPTO Technical Reference or as specified by the COTR. Page count and other errors identified during the scanning process must be corrected immediately by the Contractor to insure successful scanning of documents. At intervals specified by the USPTO, the Contractor shall perform necessary steps to upload scanned images to the USPTO servers. Following successful uploading of a document batch, the Contractor will box all documents for shipment to the warehouse, following the instructions contained in the USPTO Technical References.

Occasional “on-demand” immediate scanning of document(s) may be required. The USPTO will randomly inspect the Contractor’s work. The Contractor is required to correct any problems or deficiencies within 4 hours of receiving notification including requesting/retrieval of documents as necessary.

C.5.3 Technology Center Indexing And Scanning

All documents originated in or received by a Technology Center (TC) and/or the USPTO Central Facsimile Center must be converted to electronic image and made part of the appropriate IFW application. Indexing and scanning equipment will be provided by the USPTO in multiple locations (TBD) for the Contractor’s use.

The Contractor shall insure that any application-related documents received in a TC and/or the USPTO Central Facsimile Center that have not been converted to an IFW image are indexed, scanned, and uploaded within 8 hours of receipt/retrieval. A TC USPTO Representative may on occasion request a 4-hour turnaround time. The Contractor will retrieve all application-related documents required for indexing and scanning from the designated location(s). Foreign and NPL references sent to applicants must be indexed and scanned. However, US references are not to be scanned into the IFW system. On occasion, examiners or directors may identify materials that they need to make part of an IFW application. The Contractor shall insure that all application-related documents retrieved from designated locations are indexed, scanned, and uploaded within 8 hours of receipt/retrieval.

The Contractor shall assign the appropriate document code to each document to be scanned; insert the appropriate separator, package, and batch sheets; create the appropriate record(s) in the IFW system; insure packages and batches are properly constructed (e.g., same serial number and receipt dates required for each document in a package); count and record the correct number of pages in each package; disassemble documents and prepare them for scanning; stamp documents with the “Best Available Copy” stamp or insert a “Best Available Copy” sheet; insure packages/batches are assembled in the same order as the data was entered; and take any other processing steps needed to insure the correct and successful electronic conversion of the documents. After indexing is completed, the Contractor shall promptly scan the document(s) into the IFW system and perform appropriate quality checks and rescanning documents as needed. The Contractor shall insure that the appropriate IFW messages are generated for each newly loaded document. The Contractor will take the appropriate steps to upload the scanned images to the IFW server and will verify the successful completion of this step by no later than the end of the workday. Once the document upload has been completed, the scanned documents must be boxed and prepared for shipment to the warehouse in accordance with the USPTO Technical References.

The USPTO will randomly inspect the Contractor’s work. The Contractor is required to correct any problems or deficiencies within 4 hours of receiving notification. The Contractor will provide daily, weekly, and/or monthly reports of TC indexing and scanning work as required by the USPTO.

C.5.4 Image File Wrapper Customer Support

The Contractor shall maintain the established “customer service” operation to handle all complaints, errors, and other problems reported by Examiners and other IFW users. The Contractor will be responsible for managing the IFW Image Problem Mailbox established in Microsoft Outlook and insuring prompt handling of each complaint or question submitted. The Contractor will also address questions and complaints forwarded from the IFW Support Group via email. Within 4 hours of receipt, each newly received message shall be reviewed and an acknowledgement sent to the requester. If the message requires forwarding to a different location, the requester

is also notified. The Contractor will investigate each complaint not referred elsewhere. Then the Contractor will take corrective action. The requester will be notified of the resolution within 5 days of complaint received by the Contractor. If a complaint cannot be resolved within 5 days, the Contractor shall provide an interim response to the requester. The Contractor shall follow up on referred complaints and insure timely problem resolution and communication with requester. The Contractor shall maintain a database of problems and complaints and shall generate daily, weekly, and/or monthly IFW Customer Support reports as required by the USPTO. If necessary to resolve a problem, the Contractor will use the USPTO File Ordering System to request the appropriate box(es). The Contractor may be required to go to the USPTO warehouse space to retrieve the documents from the appropriate box(es) and rescan.

C.6 Pre-Grant Publication

The USPTO is required by American Inventors Protection Act (AIPA) to minimize the delay in disclosure of technology contained in patent applications. Effective November 29, 2000, the USPTO was required to publish pending utility and plant patent applications 18 months after the earliest effective filing date unless applications had been patented or a request not to publish had been filed. Since March 2001, the USPTO has produced, through the Contractor, weekly searchable and image Pre-Grant Publication files.

Public access to document images and searchable text of the patent application publication (PAP) is provided by application number or publication number, and other bibliographic data fields, including classification, via Web and public workstations in the Patent Search Room (PSR) and certain Patent and Trademark Depository Libraries (PTDLs), and via other media in other PTDLs and Intellectual Property Offices throughout the world.

The USPTO relies entirely on its electronic databases and applicant-supplied media containing tables to provide the following Pre-Grant Publication information to the Contractor for preparation of the publications to support USPTO search, retrieval and dissemination needs.

- Image data generated from the Image File Wrapper system for the majority of applications. Application images will not be exported to the Contractor until the application is "perfected";
- Bibliographic data from the Patent Application Locating and Monitoring (PALM) for new applications represented by the image data in the previous bullet;
- XML data for those patents submitted under the Electronic Filing System (EFS). EFS will provide bibliographic data for redactions, amendments, voluntary publications, and republications to the Contractor;
- Limited data from PALM for the applications represented in the previous bullet (includes classification information, prior publication data and designated drawing);
- Sequence listings from the Automated Biotechnology Sequence Search System (ABSS) for any application that falls under the biochemical sequence listing rules; and,
- Tables filed on computer media by applicants. The USPTO will supply the Contractor with copies of CDs/DVDs/Artifact Folders filed by applicants and will publish the tables as an appendix to the specification.

During the time that an application is being prepared for publication by the Contractor, the USPTO will identify applications that are no longer eligible for publication. The USPTO will send a listing of these applications via email to the Contractor and request that the applications be withdrawn from publication. The Contractor will remove these applications from the publication production cycle and will acknowledge the withdrawal of the application using PALM PreExam system.

The USPTO will inspect the Contractor's work. The Contractor is required to correct any problems or deficiencies within 1 workday receiving notification. Contractor-generated errors will be corrected at no additional cost to the USPTO.

C.6.1 Publication Weekly Outputs

The Contractor shall produce a fully-photocomposed PAP using the inputs provided from USPTO electronic databases. The Contractor shall assign PAP numbers and prepare the publication products needed for

USPTO automated systems and Information Dissemination Products (IDP). The Contractor shall process this data so that the following weekly outputs for the USPTO will be produced. Pre-Grant applications shall be published on the assigned projected publication date (PPD) 95% of the time. The Contractor must be able to expedite the processing of a small number of files when necessary. It is not anticipated that the weekly number of applications will exceed 25 at any given point. The Contractor is responsible for the required method of delivery.

C.6.1.1 PGPub Preliminary Publication Build List

After the Publication Build, the Contractor shall deliver a preliminary flat file to the USPTO that contains the assigned publication number and publication date for all applications to be published, in accordance with the USPTO Technical References. The USPTO will verify applications for publication or withdrawal within 2 workdays. As volumes increase, the file may be zipped for transmission purposes.

C.6.1.2 PGPub Yellow Book 2 DLT or CD/DVD (Image Files)

The Contractor shall deliver a fully composed image file of the PAP in the Application Yellow Book 2 format to the USPTO in accordance with the USPTO Technical References. The published application will consist of a fully-composed front page, drawings, specification, and claims of the application that were scanned as part of USPTO pre-examination. The Contractor shall furnish two copies of the PGPub Yellow Book 2 DLT or CD/DVD. The two copies shall be written to tape using TAR (tape archived) utility. TAR has a default block size of 20 blocks. Each block is 512 bytes long. Each patent application appears as a single file. The PAPs, corrected PAPs, and republications appear in the following order: Plant and Utility. Within each group, patent applications are in publication number ascending sequence. The USPTO will review the contents and provide feedback no later than 2 workdays and expect replacements with 24 hours of notification at no additional cost to the USPTO.

C.6.1.3 PGPub Red Book ICE DLT or CD/DVD (Text Files)

The Contractor shall deliver a fully-composed, searchable text file of the PAP in the Application Red Book ICE (XML) format to the USPTO in accordance with the USPTO Technical References. The Contractor shall furnish a copy of a weekly PGPub Red Book ICE for all patent applications in the weekly publication on a DLT or CD/DVD. Each patent application appears as a single file. The PAPs, corrected PAPs, and republications appear in the following order: Plant and Utility. Within each group, patent applications are in publication number ascending sequence. The USPTO will review the contents and provide feedback no later than 2 workdays and expect replacements within 24 hours of notification at no additional cost to the USPTO.

C.6.1.4 PGPub Sequence Data Book on CD/DVD

The Contractor shall deliver the PGPub Sequence Data associated with the weekly patent application publications.

C.6.1.5 PGPub Sequence Data Media Contents List

The Contractor shall deliver the PGPub Sequence Data Media Contents List via e-mail with associated PGPub Sequence Data Book.

C.6.1.6 PGPub Publication Build Update File

After the verification of the Preliminary Publication Build List, the Contractor shall produce a flat file to update the PALM database and link the application serial number with the assigned publication number and publication date for all applications to be published. The Contractor shall send this flat file is sent to the USPTO via email concurrently with the PGPub Red Book ICE and Replacement DLTs or CD/DVDs. Delivery of the PGPub Publication Build Update File will follow the same schedule for the PGPub Yellow Book 2 and Red Book ICE DLTs or CD/DVDs. Replacement PGPub Publication Build Update Files will be submitted with every replacement DLT or CD/DVD at no additional cost to the USPTO. As volumes increase, the file may be zipped for transmission purposes.

C.6.1.7 PGPub Yellow Book 2 Media Contents List

The Contractor shall produce a PGPub Yellow Book 2 Media Contents List to allow the USPTO to perform data validation of the Final PGPub Yellow book 2 DLT or CD/DVD. The list will include the application serial number with the assigned publication number for all publications to be published. The Contractor shall send this file containing the list via email concurrently with the PGPub Yellow Book 2 and Replacement PGPub Yellow Book 2 DLT or CD/DVDs. Delivery of the Media Contents List will follow the same schedule for the PGPub Yellow Book 2 DLT or CD/DVD. Replacement Media Contents List will be submitted with every replacement DLT or CD/DVD at no additional cost to the USPTO. As volumes increase, the file may be zipped for transmission purposes.

C.6.1.8 Missing “Unused” Publication Number File

This Missing “Unused” Publication Numbers File is used to track the applications that are withdrawn from PGPub Yellow Book 2 and PGPub Red Book ICE after publication build. The Contractor shall e-mail a weekly PGPub Missing “Unused” Publication Numbers File in text format to USPTO. Delivery of the file will follow the same schedule for the PGPub Yellow Book 2 and PGPub Red Book ICE DLT or CD/DVD. Replacement files will be submitted with every replacement DLT or CD/DVD at no additional cost to the USPTO.

C.6.2 Pre-Grant Reuse

The Contractor shall create a full re-use environment of previously captured data during the Pre-Grant Publication production cycle and utilize all data for Post-Allowance. The Contractor shall create data storage and retrieval systems to implement re-use of text, complex work units (chemical and mathematical formulas), and the pre-grant publication PostScript® file. The cost savings in the reuse of data will be reflected in the price proposed by the Contractor for each IDC Utility and Plant Patent produced.

C.7 Post-Allowance

The post-examination process begins when an application is allowed and culminates when the patent grant is issued. Issuance of the grant includes verification and resolution of errors in the allowed patent application, capturing data from the application and formatting it for the publication of the patent grant. Following the creation of the patent grant, various USPTO databases are loaded with patent grant data comprised of images and searchable text. The grant issuance process requires communication between the Office of Patent Publication (PUBS) and the Contractor as well as communication and coordination with various USPTO staff.

The USPTO has made a commitment to minimize the time in which patent applications undergo examination and processing. The Contractor shall capture patent application data immediately after the patent application has been allowed. This effort, referred to, as Initial Data Capture (IDC) will capture all required data elements from the patent application data and/or residual paper files necessary for creating the deliverables described below. A second, much smaller, capture effort, Final Data Capture (FDC), will take place following issue fee payments and the fulfillment of any other outstanding requirements by the applicant. The Contractor shall provide file maintenance services in order to receive, review and process all follow-on documents received by the USPTO necessary for fulfilling these outstanding requirements. The USPTO will provide the Contractor with a general weekly issue schedule showing the average weekly issue size and the total yearly issue goal. The Contractor will build and number each issue, using those patent applications that are issue ready and available on the appropriate issue build date each week.

The Contractor must be able to accelerate processing of a small number of files when necessary. It is not anticipated that the weekly number of applications will exceed 25 at any given point.

C.7.1 Initial Data Capture

The first phase of the grant issuance process is Initial Data Capture (IDC). When a Notice of Allowance has been mailed and subsequently scanned and uploaded into the IFW system, the patent application data is exported to the Contractor and IDC begins. Export will be prepared in the format in accordance with the USPTO Technical References. Residual paper applications may also be provided to the Contractor to process. The Contractor will be required to pick up these applications from the designated USPTO location(s). IDC reviews the application for errors and resolves any errors that are identified. IDC processes the exported patent application and extracts all data elements required to produce the patent grant. The Contractor will send USPTO a daily electronic list of application serial numbers that have been released from IDC.

C.7.1.1 Initial Data Capture Grant Red Book ICE

The Contractor shall capture all patent applications to create the deliverables listed below. When applicable, the Contractor retrieves previously captured data from the PGPub data to create these deliverables. The Contractor is responsible for verifying that all required data is present in the application files, in accordance with the USPTO Technical References.

- CLIN 003A Utility Applications
- CLIN 003B Utility Applications-ReUse
- CLIN 003C Reissue Applications
- CLIN 003D Statutory Invention Registrations (SIR)
- CLIN 003E Design Applications
- CLIN 003F Plant Applications
- CLIN 003G Plant Applications-Reuse
- CLIN 003H Reexamination Certificates

The Contractor shall receive a combination of electronic image data and/or residual paper applications on a daily basis from the USPTO. The Contractor will provide an acknowledgement to the USPTO for each application received. In the case of residual paper applications the Contractor will use GFE to record the receipt of the application. The Contractor shall scan the serial number bar code of each application to record its location in the USPTO PALM system. With electronic image data the Contractor will confirm receipt to the USPTO after all electronic data has been successfully transferred.

The Contractor processes the applications (electronic image data and/or residual paper applications) with sufficient thoroughness to ensure that all pertinent data is available for future processing. During the data capture operation, any omissions, irregularities or other questions regarding the data are submitted to the USPTO in accordance in the USPTO Technical References and the data capture process continues.

For residual paper applications, a mutually agreed upon marking system can designate the last entry on the contents list at the time of processing.

All applicable patent text data and drawing(s), including all Complex Work Units (CWUs) such as tables, mathematical formulas and equations, and chemical structures including diagrams, formulas, flowcharts, etc., are contained in electronic image data and/or paper applications with the exception of certain biochemical sequence listings and certain mega tables which may be furnished separately in electronic format on a weekly basis. The Contractor is permitted to "rearrange" the papers in a paper patent application to facilitate the data preparation work. However, the Contractor shall restore all rearranged papers to the original condition received.

Residual patent application files, both electronic image data and/or residual paper applications, contain both line drawings and continuous tone drawings. Drawings from the patent application may have markings or imperfections, such as a date stamp placed on a drawing figure or ink markings. Deliverable products containing drawings are to be free of all imperfections in accordance with the USPTO Technical References. Plant patents, and rarely utility patents, contain color drawings. Color reproduction is not a responsibility of this contract. Any such drawings shall be delivered as black and white. The Contractor will pull out the color photographs for all plant patent applications. The color photographs will be

forwarded to the USPTO in accordance with the USPTO Technical References for processing by the USPTO Plant Color Contractor.

Applications containing continuous tone and color drawings will have Artifact Folders containing the originally filed drawings. The USPTO will provide these Artifact Folders to the Contractor. The Contractor will provide an acknowledgement to the USPTO for receipt of each Artifact Folder. The Contractor will use GFE to record the receipt of the Artifact Folder by wand the serial number bar code of each Artifact Folder to record its location in the USPTO PALM system. Further, the Contractor will use the drawings contained in these Artifact Folders to create the black and white drawings that are part of the weekly Initial Data Capture Red Book ICE provided to the USPTO.

The USPTO will also provide Artifact Folders to the Contractor containing other items that are not scannable (e.g., computer disk, CD-ROM, DVD). The Contractor will use GFE to record the receipt of the Artifact Folder by wand the serial number bar code of each Artifact Folder to record its location in the USPTO PALM system.

When the Initial Data Capture for an application is complete, including information resulting from queries, and biochemical sequence information, the file is included on the weekly IDC Red Book ICE deliverable provided to the USPTO. The data from the application files must be included on the weekly IDC Red Book ICE deliverable within five weeks after receiving the application. This deliverable shall be provided on DLTs, CDs/DVDs in XML and in accordance with the USPTO Technical References. The patent application file sequence is: Designs; Design-Sirs; Plant-Sirs; Utility-Sirs; Plants; Reissues; Reexamination Certificates; and Utilities. Within each group, patent applications are in serial number ascending sequence. The Contractor will also provide the USPTO with a list of applications that have completed IDC.

The USPTO anticipates exporting on average the same number of applications per week for IDC. It should be noted that even when exports contain approximately the same number of applications, the volume of characters represented within the images in the export may vary significantly.

The USPTO requires the ability to quickly obtain paper documents contained in the patent application files, which are undergoing processing. The Contractor shall retrieve those documents or copies thereof, and send them to the USPTO via facsimile within 24 hours after the request has been made.

The USPTO will inspect the Contractor's work. The Contractor is required to correct any problems or deficiencies within 1 workday of receiving notification. Contractor-generated errors will be corrected at no additional cost to the USPTO.

C.7.2 File Maintenance

The second phase of the grant issuance process is File Maintenance. This phase involves verifying and processing any documents submitted after allowance. The Contractor staff opens scanned documents and verifies that the final fee has been timely paid for each application. The Contractor also verifies formal drawings. If documents received after allowance require action by Technology Centers, IFW messaging and PALM transactions are performed to return control of the application to the appropriate area. When an application is issue ready, it is forwarded to Final Data Capture and a PALM transaction is recorded. The Contractor will process all residual paper applications. The Contractor is responsible for verifying the issue fees and processing drawings and post-allowance correspondence in accordance with the USPTO Technical References.

The Contractor shall perform certain file maintenance services as set forth herein. The USPTO shall provide the GFE listed in Section B for use by the Contractor in performing the File Maintenance functions. The Contractor shall perform file maintenance functions at a facility subject to USPTO approval.

When IDC is completed the Contractor will provide the USPTO with an electronic list of the applications that have completed IDC. For residual paper applications the physical file wrappers will be forwarded to the File Maintenance area. The Contractor will use GFE to record the receipt of the residual paper applications by using a wand on the serial number bar code of each file to record its location in the USPTO PALM system.

The USPTO will inspect the Contractor's work. The Contractor is required to correct any problems or deficiencies within 1 workday of receiving notification. Contractor-generated errors will be corrected at no additional cost to the USPTO.

C.7.3 Final Data Capture/Patent Grant Issuance

The third phase of the grant issuance process is Final Data Capture (FDC). All applications that have been noted by the Contractor as ready for grant issuance are exported to FDC from IFW. FDC performs a final check for errors and completes data capture of any elements added to the application since IDC completion. FDC formats and edits the application documents to create the patent grant, assigns the patent number and issue date and sends the Grant Weekly Issue Build List deliverable to the designated USPTO server. The Contractor will also email the Grant Weekly Issue Breakdown List deliverable to the USPTO. The Contractor will also process all residual paper applications.

The USPTO will inspect the Contractor's work. The Contractor is required to correct any problems or deficiencies within 1 workday of receiving notification. Contractor-generated errors will be corrected at no additional cost to the USPTO.

The final phase of the grant issuance process begins when the Contractor posts the Grant Weekly Issue Build List onto the designated USPTO server on the appropriate issue build date. The USPTO downloads the weekly issue list from the USPTO server and verifies in the PALM system that the applications are still issue ready. Any discrepancies are resolved and the USPTO updates the PALM system with the patent number and issue date. Electronically formatted deliverables created by the Contractor in FDC are uploaded into the USPTO databases and search systems and delivered to the USPTO Printing Contractor for printing patent grants.

After the USPTO notifies the Contractor that a patent is withdrawn, the Contractor shall remove that data from any deliverable up through prior workday 13.

After printing the patent grants, the USPTO Printing Contractor delivers them to Review and Assembly of Patents Issued area where the grants are assembled, bound and placed into mailing envelopes in accordance with the USPTO Technical References. On the assigned issue date a PALM transaction records the mail date and the patent grants are delivered to the United States Postal Service no later than noon with the proper postage applied. The USPTO will provide to the Contractor the appropriate postage permit number upon award.

All deliverables described in this section shall be produced in accordance with the USPTO Technical References.

C.7.3.1 Final Data Capture

The Contractor shall capture all new data from patent applications to create the deliverables listed below. The Contractor is responsible for verifying that all required data is present in the application files, in accordance with the USPTO Technical References.

- CLIN 005A Utility Patents
- CLIN 005B Reissue Patents
- CLIN 005C Statutory Invention Registrations (SIR)
- CLIN 005D Design Patents
- CLIN 005E Plant Patents
- CLIN 005F Reexamination Certificates

The Contractor shall receive from the USPTO a daily export of applications determined to be issue ready. Export will be prepared in the format in accordance with the USPTO Technical References. The Contractor will forward any residual paper applications from File Maintenance to FDC. The Contractor will use the PALM system to record the movement of these applications. Upon receipt of the daily export and of any paper applications the Contractor will complete FDC. Final queries shall be returned within three (3) days of receipt of the export and/or paper file. All issue ready applications are numbered by the Contractor according to applicable numbering systems for the different types of patent documents in accordance with the USPTO Technical References.

C.7.3.2 Grant Red Book ICE (PATENT DATA/XML FILE)

The Contractor shall furnish an electronic Patent Data/XML file for all patents in the weekly issue, on DLTs, CD or DVD. This data is formatted according to the USPTO Technical References. The patent file sequence is: Designs; Design-SIRs; Plant-SIRs; Utility-SIRs; Plants; Reissues; Reexamination Certificates; and Utilities. Within each group, patents are in patent number ascending sequence.

C.7.3.3 Grant Yellow Book 2 (PATENT IMAGE FILE)

The Contractor shall furnish the Patent Image File on DLT or CD/DVD along with a media contents list. This file shall contain 300 dpi bi-tonal image data representing every page of all weekly issue documents. This data is formatted in accordance with the USPTO Technical References - USPTO Patent Image Data File. The Contractor shall furnish two copies of the Grant Yellow Book 2 DLT or CD/DVD. The two copies shall be written to media using TAR (tape archived) utility. TAR has a default block size of 20 blocks. Each block is 512 bytes long. The index information includes: the type of data on the page (abstract, claims, drawings, etc.); the kind of document (utility, reexamination, design, plant, etc.); the document number; the issue date, and various information provided for reconstructing the document and its pages.

C.7.3.4 Grant Sequence Data Book on CD/DVD

The Contractor shall deliver the Grant Sequence Data associated with the weekly grants on CD/DVD.

C.7.3.5 Grant Sequence Data Media Contents List

The Contractor shall deliver the Grant Sequence Data Media Contents List via e-mail with associated Grant Sequence Data Book.

C.7.3.6 Patent Postscript® File For Printing

The Contractor shall furnish a weekly Patent PostScript® file for all patents in the weekly issue. It shall be delivered on CD/DVD along with a Media Contents List as PostScript® Level II in Unix TAR format. Each patent document appears on the media as a single file. The patent documents appear in the following order: Reissue, Plant, Utility, Design, Reexamination Certificate, and Statutory Invention Registration (SIR). Within each group, patents are in patent number ascending sequence.

The Patent PostScript® File for Printing shall be delivered to the designated USPTO Printing Contractor. The Contractor shall be responsible for the required method of delivery.

C.7.3.7 Electronic Official Gazette For Patents (eOG:P)

The Contractor shall furnish the eOG:P in HTML Format on CD/DVD or electronic transfer. It consists of utility (General & Mechanical, Chemical, and Electrical), reissue, plant, and design patents, Reexamination Certificates, and Statutory Invention Registrations (SIRs). An HTML page is generated for each type of patent issued, as well as for reexaminations, and SIRs. The gazette information consists of key bibliographic data like the patent number, title, inventor list, etc., followed by an optional exemplary drawing and the exemplary claim. In addition, each issue includes the Patent and Trademark Office Notices published that week. The eOG:P shall be created in accordance with the Technical References.

C.7.3.8 Patent and Trademark Official Gazette Notices Files In HTML Format

The USPTO will furnish Notices to the Contractor on a weekly basis in electronic format. The Contractor shall provide a Patent Official Gazette Notices File and a Trademark Official Gazette Notices File in HTML format in accordance with the USPTO Technical References. The files shall be delivered via email to the USPTO.

C.7.3.9 Patent and Trademark Official Gazette Notices File In Postscript® Format

The USPTO will furnish Notices to the Contractor on a weekly basis in electronic format. The Contractor shall create a Patent Official Gazette Notices File and a Trademark Official Gazette Notices File in Postscript® Format in accordance with the USPTO Technical References. The Contractor shall deliver these files to USPTO on a CD/DVD.

C.7.3.10 Patent and Trademark Official Gazette Classification Indices of Patents

The Classification Index of Patents is a list of patents in ascending numeric order by class and subclass. A Patent Official Gazette Classification Index of Patents and a Trademark Official Gazette Classification Index of Patents in Postscript® Format are delivered on CD/DVD to the USPTO in accordance with the USPTO Technical References.

C.7.3.11 Patent and Trademark Official Gazette Geographical Indices of Inventors

The Geographical Index of Inventors is a list of inventors by geographical location (all States and Countries) to whom patents have been issued. A Patent Official Gazette Index of Inventors and a Trademark Official Gazette Index of Inventors in Postscript® Format are delivered on CD/DVD to the USPTO in accordance with the USPTO Technical References.

Official Gazette Patent and Trademark Weekly Notices in HTML Format

An Official Gazette Patent Weekly Notices file and an Official Gazette Trademark Weekly Notices file shall be delivered to Web Services in HTML Format via email to the USPTO in accordance with USPTO Technical References.

C.7.3.12 Cumulative Lists For Reissue Applications Filed And Requests For Reexamination Filed

The Contractor shall create two weekly cumulative lists from Notices information of Reissue Applications Files and Requests for Reexamination Filed in accordance with the USPTO Technical References. One copy will be delivered to the GPO in Postscript Format® a CD/DVD. A second copy will be delivered via email to USPTO in Adobe® PDF Format. The format for these entries is identical with their appearance in the Electronic Official Gazette except that an issue date is added to each entry.

C.7.3.13 Annual Indices (Parts I And II) Postscript® File

Annual Indices are delivered to the USPTO in PostScript® Format via CD/DVD. The Annual Index is a list of patentees and assignees to whom patents have been issued and the actual Issue Date of each patentee entry.

By April 1 of each calendar year, the Contractor shall produce for the previous calendar year the annual publication entitled "Index of Patents" which is composed of two parts: Part I, List of Patentees, and Part II, Classification of Patents.

C.7.3.14 Annual Consolidated Patent and Trademark Listings of Notices

At the beginning of each calendar year (first Weekly Issue), the Annual Patent and the Annual Trademark Consolidated Listings of the more important notices published during the previous calendar year and other important notices from prior years will be published. Both listings shall include notices of the previous year through the last issue of December. However, there may be additional notices for inclusion in the listing furnished to the Contractor by USPTO. The format and style of the listing are shown in the USPTO Technical References, which contain representative pages from an Annual Consolidated Listing of Notices.

The Annual Patent Consolidated Listing of Notices and the Annual Trademark Consolidated Listing of Notices shall be provided to USPTO in ASCII Format and shall be provided to GPO in PostScript® Format via email or CD/DVD usually for the first issue of each year.

C.7.4 Review and Assembly of Patents Issued

The Contractor shall subcontract for labor to perform the Review and Assembly of Patents Issued functions from a workshop, which has been certified by the National Institute for the Severely Handicapped as qualified under the Javits Wagner-O'Day Act (41 U.S.C. 46-48c) and the applicable regulations.

The provisions of this Contract in Section H.19 Approval of Proposed Subcontracts shall not apply to a subcontract for such services with SOC Enterprises, Inc., except that the Contractor shall provide a copy of the NISH subcontract to the USPTO upon request. The Contractor shall separately invoice the USPTO for the amounts which the NISH subcontractor invoices the Contractor Review and Assembly function and related activities. Under CLIN 005, the USPTO shall pay all such costs, as prepared and modified from time to time by the Committee for the Purchase of the Blind and Other Severely Handicapped, without the addition of profit or other costs of the Contractor, except as may be otherwise provided herein.

The Contractor shall perform patent grant review and assembly functions at a facility subject to USPTO approval.

C.8 Post-Issuance

Requests for modifications to the patent grant are submitted by the applicants and reviewed by the USPTO. The USPTO provides the Contractor with the approved modifications for data capture. The modifications are captured and composed in a consistent format. Electronically formatted deliverables created by the Contractor are uploaded into the USPTO databases and search systems and utilized by the USPTO Printing Contractor for printing Certificates of Correction. The Contractor is responsible for providing the electronically formatted deliverables of Certificates of Correction in accordance with the USPTO Technical References.

C.8.1 Certificates of Correction (CofC) Processing

The Contractor shall capture all Certificate of Correction data from the source documents to create the deliverables. The Contractor is responsible for verifying that all captured data is correct and formatted in accordance with the USPTO Technical References.

C.8.2 Miscellaneous Certificates Of Patents Postscript® File

The Contractor will receive miscellaneous Certificates of Patents via email from the Office of Patent Publication. The Contractor will compose these certificates, adverse decisions in interference, and disclaimers in a PostScript® Format and send this file on CD/DVD to the USPTO Printing Contractor on a weekly basis.

C.8.3 CofC Weekly Postscript® File For Printing

The Contractor shall furnish a weekly CofC PostScript® file for all CofCs in the weekly issue. It shall be delivered on CD/DVD along with a Media Contents List as PostScript® Level II in Unix TAR format. Each patent document appears on the media as a single file. The patent documents appear in the following order: Reissue, Plant, Utility, Design, Reexamination Certificate, and Statutory Invention Registration (SIR). Within each group, patents are in patent number ascending sequence.

The Patent PostScript® File for Printing shall be delivered to the designated USPTO Printing Contractor. The Contractor shall be responsible for the required method of delivery.

C.8.4 CofC Yellow Book 2 (IMAGE FILE)

The Contractor shall furnish the CofC Image File on DLT or CD/DVD along with a media contents list. This file shall contain 300 dpi bi-tonal image data representing every page of all CofC weekly issue documents. This data is formatted in accordance with the USPTO Technical References. The Contractor shall furnish two copies of the CofC Yellow Book 2 DLT or CD/DVD. The two copies shall be written to tape using TAR (tape archived) utility. TAR has a default block size of 20 blocks. Each block is 512 bytes long. The index information includes: the type of data on the page (abstract, claims, drawings, etc.); the kind of document (utility, reexamination, design, plant, etc.); the document number; the issue date, and various information provided for reconstructing the document and its pages.

C.8.5 Re-Keyed Patent Files Due to CofC

The Contractor shall create and provide portions of re-keyed patent files in paper format, Grant Red Book ICE or Grant Yellow Book 2 due to CofCs. That is, the USPTO will notify Contractor of specific patent files that need to be re-keyed due to subsequent CofCs that were issued pertaining that specific patent file. The USPTO will deliver once per week files to be re-keyed. The Contractor shall complete these patent files in three weeks and return to the USPTO. The USPTO will receive the re-keyed patent files via the proposed paper, Grant Red Book ICE or Grant Yellow Book 2 version as a composed patent.

C.9 Future Patent Application Deliverables

As mentioned in the Objective, the Contractor shall be required during the contract to work with the USPTO to create new searchable text deliverables that the USPTO expects to integrate with existing and newly developed tools. This new USPTO capability will enable the Office to move further toward implementing its 21st Century Strategic Plan and to move beyond its current image based system.

The Contractor shall be required to maintain a strong partnership and work together with the USPTO to accomplish these goals.

The earliest these optional deliverables may be exercised would be such that Phase 1 would begin no earlier than January 2006 and Phase 2 would commence no earlier than January 2007. Exercise of these optional CLINs shall be solely at the Government's discretion.

In accordance with Section 508, Subsection 508 (a)(3), the USPTO requires that any Electronic Information Technology ("EIT"), as that term is defined at FAR 2.101, delivered under this contract comply with the applicable EIT technology accessibility standards issued by the Architectural and Transportation Barriers Compliance Board set forth at 36 CFR Part 1194.

C.9.1 Optional Deliverable - Phase 1: Text Conversion of Applications as Filed

The first phase requires data capture and conversion of ALL as-filed applications (Utility, Plant, Reissue, Design, Reexamination, and Statutory Invention Registration). In this process all data capture and conversion efforts for the creation of the as-filed deliverable will begin immediately upon export of the electronic images of applications as-filed from the USPTO imaged based system. The Contractor shall complete data capture and conversion and provide the as-filed deliverable to the USPTO at least twice weekly. This as-filed deliverable will be loaded by the USPTO. This process will occur in conjunction with the Pre-Grant Publication as outlined in the Pre-Grant Publication section. The USPTO will continue to provide a Pre-Grant Publication export of all eligible applications (Utility and Plant only) 9 weeks prior to the projected publication date. For any applications entering the Pre-Grant Publication process the Contractor shall utilize all data captured in the as-filed data capture process and update it with any subsequent documents filed and made available in the Pre-Grant Publication export.

In addition to aforementioned tasks, the Contractor shall perform the following:

- Purging (complete, verifiable destruction) of all data for a particular application when requested by the USPTO. Examples include events such as but not limited to national security or Government property rights issues
- Periodic replication of application text data with USPTO information systems

The Phase 1 implementation will apply only to applications as filed. Follow-on documents and internal/outgoing documents will continue to be captured and converted during the post-examination (grant phase) of the application lifecycle.

C.9.2 Optional Deliverable – Phase 2: In-Process Data Capture, Conversion and Management

Ultimately, the USPTO envisions a central, text-capable, document management system. Application text will be continually updated and maintained during the pre-examination, examination and post-examination phases of the application. This will provide the USPTO with an accurate text version of the application as currently amended. Furthermore, the Patent Grants that are created during the post-examination process will rely on the captured and converted data and any post-allowance data capture processing by the Contractor is expected to be minimal.

Supporting this vision the Contractor will, in addition to the conversion of Phase 1 above, provide text conversion of all follow-on documents as well as outgoing/internal documents, corrections and tagging of all converted document text. The Contractor shall continually update the text of the specification, claims, and abstract documents with amendments while retaining a revision history of each document. The Contractor will convert images of the aforementioned document types and provide an updated version of the applications as amended to the USPTO for loading, similarly defined and required in Phase 1.

C.10 Quality Control System

The prime Contractor shall be ISO 9001: 2000 certified at the time of the award. The Contractor must remain certified for the length of this contract.

At each of the entry and delivery points for indexing, scanning and uploading into the IFW, POISE, the Reexamination systems, and updates to PALM ExPO/Pre-Exam - the Contractor is responsible for notifying the USPTO of non-conforming work and returning the non-conforming work to the designated locations.

C.11 Other Miscellaneous Products/Services

The USPTO anticipates that there will be a need during the total contract period for improved/additional Patent Data Capture products/services. The dynamic legal and regulatory environment that USPTO faces over the projected life of the contract indicates that there is a need for certain management flexibility for the USPTO and the Contractor to facilitate the process of acquiring these services. The USPTO anticipates that there may be circumstances arising from emerging technology, business process improvement, Congressional authorization, and other USPTO requirements not currently identified, that must be accommodated quickly under any resultant contract. To avoid getting locked into products which no longer effectively meet customer needs, the USPTO will require the Contractor to submit a proposal that addresses the change, improvement, enhancement, and costs. An agreement between the Contracting Officer and the Contractor shall be reached and the change shall be effected by a written, bilateral modification to the contract. Testing and parallel production runs may be required prior to implementation.

For example, USPTO anticipates a change in the Document Type Definition (DTD) for all Red Book deliverables. Currently, the Red Book consists of two DTDs and corresponding style sheets, one each for published applications and grants. The USPTO will migrate Red Book from DTDs to W3C XML Schema. After the migration to the XML Schema, content validation will be introduced incrementally over a period of time to be determined. Content validation will certainly exploit the capabilities built into XML Schema, but may extend to other XML-based technologies as well, for example, Schematron.

As another example, the USPTO anticipates a change in the current methodology of capturing and producing deliverables for bi-tonal, grayscale and color documents.

C.11.1 CONTRACTOR REPORTS

Following are the current reports that the Contractor shall provide to USPTO. The Contractor shall be expected to provide additional reports as necessary to facilitate production activities.

C.11.1.1 Patent Issue Close-out Report

The Patent Issue Close-out Report consists of each patent in the issue showing the patent number and the total number of pages for each of the following sections: Front Page(s), Drawing(s), and Text. The Contractor shall provide this report on a weekly basis to the USPTO. The report shall be provided with the Patent PostScript® File.

C.11.1.2 Summary of the Character Counts for Each Issue

The Contractor shall submit this Report with the Grant Red Book ICE deliverable for each issue delivered as follows:

A summary of Character Counts for each type of Patent or Certificate in the issue shall contain the following:

- a. Class A Codes by Front Page, Text, and Claims.
- b. Characters in Complex Work Units identified as:
 - Tables - T
 - Equations - E
 - Chemical Structures - C

C.11.1.3 Electronic Reports

Electronic reports for outstanding "Match and Return", "Query" and "Drawing Inconsistency", and Corrected Application Papers for applications.

The Match and Return and Query Report shall be created in the following format in an Excel Spreadsheet sent via email.

Serial Number	Date Shipped
xxxxxxx	MMDDYY

The Drawing Inconsistency and Corrected Application Papers Report shall be created in the following format in an Excel Spreadsheet sent via email.

Serial Number	Letter Mailed
xxxxxxx	MMDDYY

These reports are sent via email to USPTO.

C.11.1.4 Monthly Summaries of Labor Hours

These Reports shall be a summary of labor hours for all files processed during the month. The labor hours for the Patent Data Capture Contractor personnel and any subcontracted personnel shall be shown separately in the reports. The formats for these reports are shown below. If the Contractor's operational procedures are not compatible with the categories, a report with comparable data may be negotiated with the USPTO.

These reports are sent via email to USPTO.

Pre-Grant Publication

MONTHLY SUMMARY LABOR HOUR REPORT

REPORT MONTH:

PRE-GRANT PUBLICATION PATENT APPLICATIONS REPORT CONTRACTOR NON-EXEMPT LABOR HOURS							
		Annotation	Text	CWU	Drawings	Composition	TOTAL
	Contractor						
	Sub-contractor						
	Sub-contractor						
Total		0	0	0	0	0	0

*Note: The above reported hours include all direct non-exempt hours applied to patent production. It excludes all absence, vacation and holiday hours. The report further excludes all management, technical and support hours not directly engaged in the patent production.

Post-Allowance

MONTHLY SUMMARY LABOR HOUR REPORT

REPORT MONTH: _____

	Front Page	Text	CWU	Drawings	TOTAL
Preparation					
Conversion by Contractor					
Conversion by Sub-Contractor					
Control					
TOTAL					

C.11.1.5 Pre-Grant Query Requests Report

The Contractor shall provide a semi-monthly report in Microsoft Excel format showing all applications queried for missing information since the previous report. Information is presented as follows.

Application No: xxxxxxxx
Projected Publication Date: MMDDYY
Date Requested: MMDDYY
Description of Queried Item: (text)

The report is sent via email to the USPTO.

C.11.1.6 Unpublished Applications Report

The Contractor shall provide a weekly report in Microsoft Excel format listing all unpublished applications in the Contractor's queue. The USPTO will use this report to provide weekly feedback to the Contractor on withdrawals from this unpublished list. Information is presented as follows.

Application Number: xxxxxxxx
Original Projected Publication Date: MMDDYY
Status: (i.e, On Query, In Process, In Composition)

The report is sent via email to the USPTO.

C.11.1.7 Monthly Contractor Data Error Report

The Contractor shall provide a monthly report that identifies the following information for all Yellow Book and Red Book deliverables.

DATA ERROR MONTHLY REPORT

DATE:

Document Number	Issue Date	Problem Description	Date Reported	Problem Resolution	Date Resolved	Date Replaced

TOTAL NUMBER OF ERRORS:

C.11.2 IMAGE ASSISTANCE CENTER

The USPTO anticipates the need to request residual paper applications from the File Maintenance area. The USPTO will request the applications and the Contractor shall provide the applications within a 4-hour turnaround time.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND PACKING REQUIREMENTS

The Contractor shall package all products delivered under this contract to ensure safe delivery at their destination(s) in accordance with normal commercial practice for domestic shipment.

D.2 MARKING REQUIREMENTS

The Contractor shall mark and/or label all shipping containers holding original application files and all products/deliverables being returned or delivered to the USPTO and its customers. The shipping containers shall be plainly and substantially marked to show the contract number, a brief description of the contents, Contractor's name, and the name of the Contracting Officer's Technical Representative.

D.3 RELACEMENT DELIVERABLES

In the event that a replacement media deliverable is necessary, the Contractor shall assign the appropriate next volume serial number in accordance with USPTO Technical References.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

Clause	Title	Date
52.246-2	Inspection Of Supplies - Fixed-Price	AUG 1996
52.246-4	Inspection Of Services - Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984

E.2 ON-SITE GOVERNMENT INSPECTORS

The Contractor shall provide up to four private offices not less than 120 square feet and equip them each with an office desk and chair, one (1) side chair, telephone and telephone service, facsimile machine (multiple page feed) and facsimile service, one (1) work table, and two (2) four-drawer standard letter size file cabinets with locks.

E.3 ACCEPTANCE

For all delivered products, the USPTO will inspect them against the requirements of the contract and decide whether to accept or reject them. The USPTO will provide written notice of acceptance or rejection.

In addition to the specific inspection and acceptance requirements set forth for individual deliverables, the preliminary measure of acceptable quality for input data to the USPTO and its customers is the run capability of the deliverable media, and acceptable appearance of style and format of the resulting output per the Technical References under Section C. An unacceptable product must be replaced within one workday of notification of rejection.

E.4 GOVERNMENT INSPECTION OPERATIONS FOR ON-SITE WORK AND DELIVERABLES

The USPTO will inspect all of the Contractor's work. The Contractor is required to correct any problems or deficiencies within one workday of receiving notification. Contractor-generated errors will be corrected at no additional cost to the USPTO.

The USPTO may inspect the Pre-Grant, the IDC, Grant Red Book ICE deliverables and if implemented, the optional deliverables. Details of the inspection process are provided as follows:

E.4.1 Step 1 - Preliminary Inspection

Upon delivery of each deliverable, the USPTO will verify the deliverable on the USPTO system to determine if the deliverable is "usable"; i.e., the deliverable adequately runs, the required data is present and can be accessed to produce the required output, and the data is provided in compliance with USPTO Technical References. If the USPTO determines that the deliverable is usable, the deliverable will be considered "conditionally accepted".

The Contractor shall be notified of USPTO inability to process any deliverable within three working days from the date of delivery in accordance with Section E.3, Acceptance.

E.4.2 Step 2 - Government Sampling

The USPTO will perform a 2 to 6 percent sample of each patent type on the tape, except for Design and Plant patents and Reexamination Certificates. For Design patents and Reexamination Certificates, the USPTO will take a 20 percent sample. For Plant patents, the USPTO will take a 50 percent sample. The USPTO will inspect each weekly tape by taking a random sample of patent applications processed against the error criteria of 12.5 per 100,000 characters.

The samples will be grouped as follows: Utilities, Reissues, and Statutory Invention Registrations (SIRs) with further breakdowns by Front Pages, Specifications, and Claims; and Designs, Plants, and Reexamination Certificates with no further breakdowns. Within inspection, samples of the Front Pages, Specifications, Claims, and Designs, Plants, and Reexamination Certificates may fail the stated error criteria. When this occurs, the Contractor shall reprocess a new deliverable to eliminate the reason for rejection identified by the USPTO.

Upon receipt of the new deliverable, the USPTO will only inspect that part of the data content (Front Pages, Specifications, Claims, Designs and Plants and Reexamination Certificates) that failed in the inspection. For instance, if a Front-Page error rate of a sample exceeds the error rate of 12.5 per 100,000 characters requirement, the USPTO will only re-inspect the Front Pages in the new deliverable.

E.4.3 Government Final Acceptance

The USPTO shall have 30 calendar days from the initial date of delivery of the deliverable and all issue files or 30 calendar days from receipt of a new deliverable and all issue files as a result of USPTO rejection as set forth in Steps 1 or 2 above; whichever is later, to provide final acceptance of the deliverable in accordance with Section E.3, Acceptance.

E.4.4 Payment Prior to Final Acceptance

If acceptance notification is not provided by the USPTO within the specified time periods provide in Subsection E.4.3, the deliverable shall be deemed accepted for payment purposes only. Acceptance under this criterion shall not relieve the Contractor of providing an acceptable deliverable in accordance with the requirements of Section C of the contract. If full payment is made as a result of this paragraph and the deliverable is rejected as a result of Subsections E.4.1 or E.4.2, the Contractor shall provide a new deliverable which is compliant with the requirements of the contract within the time periods specified in Section E.5, Government Rejection of Deliverables. Notification of acceptance by the USPTO shall be provided in accordance with Section E.3, Acceptance. If the new deliverable is not provided within the time periods specified in Section E.5 or if the new deliverable is rejected, the USPTO may, at its discretion, cease payment of other invoices until an acceptable deliverable is provided.

E.5 GOVERNMENT REJECTION OF DELIVERABLES

When the USPTO rejects a deliverable as a result of Step 1 of Section E.4.1, Preliminary Inspection, the Contractor shall reprocess and deliver a corrected deliverable within one calendar day of USPTO notification of rejection.

When the USPTO rejects a deliverable as a result of Step 2 of Section E.4.2, Government Sampling, the Contractor shall reprocess and deliver a corrected deliverable so that it will satisfy the contract requirements within 60 calendar days after the contractor has been notified of the rejected issue. The contractor shall coordinate with the USPTO in requesting the pick-up of the rejected issue and the Contractor is responsible for retrieval and delivery. The USPTO will not identify the actual errors. The USPTO will notify the Contractor of the error rate found which served as the basis for rejection.

E.6 REINSPECTION CHARGE FOR REJECTIONS OF DELIVERABLES

The Contractor shall pay the USPTO a re-inspection charge for rejected deliverables computed as follows:

1. Computer Run Re-inspection Charge: \$290.00
2. Re-inspection of Data Charge:

TYPE OF REJECTED DATA	CHARGE PER PATENT/CERTIFICATE
Utilities, Reissues, and SIR's	
Front Pages	\$3.00
Text Data	\$60.00
Claims	\$10.00
Designs, Plants, and Reexams	\$3.00

If the USPTO extends the period of performance for the contract, the re-inspection charges in 1 and 2 above shall be adjusted by the percentage change in the General Pay Schedule for Civilian Workers, issued by the U.S. Office of Personnel Management, that is in effect at the beginning date of the new period of performance for the Washington, DC metropolitan area.

These re-inspection charges are in addition to the liquidated damage charges set forth in Section F.8, Liquidated Damages Charges.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

Clause	Title	Date
52.242-15	Stop Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

F.2 DELIVERY

The Contractor is obligated to make delivery F.O.B. destination at the prices shown in Section B.1. Delivery locations are to the USPTO, except for the delivery below. Receiving hours for deliveries are between 8:30 a.m. and 4:30 p.m., local time, Monday through Friday, on USPTO workdays.

Patent PostScript® File for Printing

Weekly PostScript® files are sent on CD/DVD to the USPTO Printing Contractor as described to:

News Printing Company, Inc.
Old Route 220
Post Office Box 373
Claysburg, PA 16625

The patent grants are delivered to the United States Postal Service no later than noon on Issue Day.

The delivery locations specified above are subject to change during the life of the contract.

F.3 PERIOD OF PERFORMANCE

Base Period: January 1, 2005 through December 31, 2006
Option Period 1: January 1, 2007 through December 31, 2007
Option Period 2: January 1, 2008 through December 31, 2008
Option Period 3: January 1, 2009 through December 31, 2009
Option Period 4: January 1, 2010 through December 31, 2010
Option Period 5: January 1, 2011 through December 31, 2011

Award Term Options: The Contractor shall have the opportunity to earn the addition of up to three, 1-year award term option periods for achieving specific contract incentives in accordance with paragraph H.4.

F.4 PHASE-IN TEST DELIVERABLES - GOVERNMENT TESTING

Post award of this contract, the Contractor may be required to produce test deliverables for one or more of the following:

- PGPub Yellow Book 2
- PGPub Red Book ICE
- PGPub Sequence Data Book
- Initial Data Capture Red Book ICE
- Patent PostScript® File for Printing
- Electronic Official Gazette for Patents (eOG:P)
- Grant Yellow Book 2
- Grant Red Book ICE
- Certificates of Correction Yellow Book 2

In accordance with Section B.4, the unit prices set forth in Section B.1 shall be inclusive of all costs of producing the above nine (9) test deliverables. The USPTO will provide twenty-five (25) applications with the following mix:

- one (1) Statutory Invention Registration
- one (1) Design
- one (1) Plant
- one (1) Reissue
- one (1) Reexamination
- six (6) General Mechanical
- seven (7) Chemical
- seven (7) Electrical

The Contractor will have thirty calendar days from the date of receipt of applications to produce individual test files on magnetic tapes for the aforementioned deliverables in accordance with Section C. The test deliverables on magnetic tapes shall be labeled, packaged, and delivered to:

TEST DELIVERABLES for DOC50PAPT0410001
U.S. Patent and Trademark Office
Office of Patent Publication
Crystal Park Building 3, Suite 910
2231 Crystal Drive
Arlington, VA 22202

The test deliverables will be inspected for accuracy and format consistent with Section C. The test deliverables will be processed on Government computer systems to check for compatibility and errors. If the USPTO or GPO determines that one or more of the test deliverables for aforementioned deliverables are unacceptable, the USPTO will notify the contractor which test deliverables were unacceptable and the reason(s) causing rejection. The Contractor has seven (7) calendar days after receipt of the rejection notice to correct the error(s) and deliver replacement test deliverables. If the replacement test deliverables are also found to be unacceptable, the USPTO will again notify the contractor which replacement test deliverables were unacceptable and the reason(s) causing rejection. Again the Contractor shall be given seven (7) calendar days after receipt of the rejection notice to correct the error(s) and deliver replacement test deliverables. This rejection / replacement process can occur a total of three (3) times. If after three (3) tries the contractor has not delivered acceptable test deliverables for aforementioned products the USPTO reserves the option to terminate the contract for default.

F.5 FAR 52.211-11 LIQUIDATED DAMAGES – SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (APR 1984)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay to the USPTO the applicable liquidated damage charges as specified in Section F.7, Liquidated Damage Charges.

(b) Alternatively, if delivery or performance is so delayed, the USPTO may terminate this contract in whole or in part under the Default-Fixed-Price Supply and Service clause in this contract and in that event, the Contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the USPTO may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arise out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

F.6 SUBCONTRACTING REPORTS -- SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS -- APPLICABLE TO LARGE BUSINESSES ONLY

The Contractor shall submit subcontracting reports on Standard Forms 294 and 295 in accordance with the General Instructions on the reverse side of the forms. Reports are due on the 30th day following the close of the reporting period.

These reports shall be delivered as follows:

<u>FORM</u>	<u>FREQUENCY</u>	<u>DISTRIBUTION</u>
SF 294	Semi-annual (covering periods of 10/1 - 3/31 and 4/1 - 9/30 of each year)	Original and 2 copies
SF 295	Annually (covering period 10/1 - 9/30)	Original and 2 copies

F.7 LIQUIDATED DAMAGE CHARGES

The Contractor shall pay the following liquidated damage charges, when applicable:

<u>Liquidated Damage</u>	<u>Charge</u>
Receipt of Unacceptable Tape Deliverable or Re-Creation of Lost USPTO Source Data	\$125/tape deliverable
Issuance of Certificate of Correction	\$70/certificate

The USPTO will deduct applicable liquidated damages against approved Contractor Invoices.

If the USPTO extends the period of performance for the contract, these liquidated damage charges will be adjusted by the percentage change in the General Pay Schedule for Civilian Workers, issued by the U.S. Office of Personnel Management, that is in effect at the beginning date of the new period of performance for the Washington D.C. metropolitan area.

F.8 PRODUCTION SCHEDULES

General Information

For schedule purposes, there are five (5) workdays each week (Monday through Friday); any Government holiday which occurs on one of those days is considered a workday for schedule purposes. If the scheduled delivery falls on a Government holiday, then the delivery for the products involved shall be made one workday before that holiday. If the USPTO is closed for any other reason on a scheduled delivery day, the Contractor shall make alternate delivery arrangements with the USPTO.

The Production Schedule, detailed below, identifies GFP and specific delivery dates for required contract products originating from the Issues that the USPTO has ordered. All delivery dates are expressed in terms of prior workdays. Pre-Grant Publication begins at Prior Work Day 44, which is 44 workdays before publication Thursday. Grant Publication begins at Prior Work Day 24, which is 24 workdays before Issue Tuesday. There are 52 or 53 Publication Thursdays or Issue Tuesdays annually as determined by the calendar.

Production Schedule for Pre-Grant Publication

Prior Workday	Day	Action
44	Monday	Receive final files (PALM, Image, EFS, STIC) from USPTO
13	Tuesday	Contractor delivers preliminary publication build to USPTO
11	Thursday	Preliminary build verification from USPTO
8	Tuesday	Contractor delivers all final deliverables to USPTO
6	Thursday	Feedback from USPTO regarding load problems
5	Friday	Replacement deliverables as necessary
2	Wednesday	Withdrawal of designated applications (e.g., Secrecy)
1	Thursday	Publication day

Overview Production Schedule for Grant Issuance

Prior Workday	Day	Action
13	Friday	The Contractor shall remove data from all deliverables after USPTO notification of withdrawal
12	Monday	The Contractor delivers PostScript® Miscellaneous Certificates File to Patent Printing Contractor
12 – 5	Monday – Wednesday	The Contractor applies patent barcode labels to application files
9	Thursday	The Contractor delivers eOG:P file to USPTO
7	Monday	Patent Printing Contractor delivers grants to the Contractor
7 – 2	Monday – Monday	The Contractor reviews and assembles grants
6	Tuesday	The Contractor delivers Patent OG Notices in HTML format via electronic mail to USPTO
6	Tuesday	The Contractor delivers cumulative lists for reissue and reexamination applications to USPTO
6	Tuesday	The Contractor delivers Grant Yellow Book 2 (Patent Image File(s) to USPTO (Arlington, VA and Boyers, PA)

5	Wednesday	The Contractor delivers Grant Red Book ICE to USPTO
4 – 2	Thursday – Monday	The Contractor delivers the weekly residual patented issue files to File Maintenance and then to Files Repository Contractor (Newington, VA)
1	Tuesday	The Contractor records in PALM patent grant mailed information
1	Tuesday	The Contractor delivers patent grants to US Postal Service
1	Tuesday	Issue Day

Note: PostScript® Miscellaneous certificates File includes: Dedications, Disclaimers, Adverse Actions, Special certificates and “10 Point” Certificates of Corrections.

F.9 DELIVERY SCHEDULE FOR OTHER DELIVERABLES

The Contractor shall deliver the Annual Indices (Parts I and II) PostScript® File tapes thirty (30) calendar days after the last corrections on the proof listing have been returned to the Contractor.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the USPTO and the Contractor. The following individuals will be the USPTO points of contract during the performance of the contract.

(a) Contracting Officer's Technical Representative

A Contracting Officer's Technical Representative (COTR) will be designated on authority of the Contracting Officer to monitor all technical aspects and assist in administering the contract. The types of actions within the purview of the COTR's authority are to assure that the Contractor performs the technical requirements of the contract; to perform or cause to be performed inspections necessary in connection with performance of the contract; to maintain both written and oral communications with the Contractor concerning the aspects of the contract within his/her purview; to issue written interpretations of technical requirements of USPTO drawings, designs and specifications; to monitor the Contractor's performance under the contract and notify the Contractor and Contracting Officer of any deficiencies observed; and to coordinate USPTO-Furnished Property or Data availability and provide for site entry of Contractor personnel if required. A letter of designation will be issued to the COTR with a copy supplied to the Contractor, stating the responsibilities and limitations of the COTR. This letter will clarify to all parties to this contract the responsibilities of the COTR. At no time may the scope of work, price, delivery dates, or other mutually agreed upon terms or provisions of the contract be changed without being executed in writing by the Contracting Officer authorizing such changes.

(b) Contracting Officer

All contract administration will be effected by the Contracting Officer, address as shown on the face page of this contract. Communications pertaining to contract administration matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without a Supplemental Agreement executed by the Contracting Officer authorizing such changes.

G.2 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) -- TECHNICAL DIRECTION

(a) The Contracting Officer hereby designates the individual named below as the Contracting Officer's Technical Representative.

NAME: TBD
ADDRESS: U.S. Patent and Trademark Office
2231 Crystal Drive, Suite 910
Arlington, VA 22202
PHONE NO: TBD

The COTR may be changed at any time by the USPTO without prior notice to the contractor but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing.

(b) The responsibilities and limitations of the COTR are as follows:

(1) The Contracting Officer's Technical Representative is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.

(2) The COTR is not authorized to make any commitments or otherwise obligate the USPTO or authorize any changes which affect the contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for him by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

G.4 INVOICING AND PAYMENT INSTRUCTIONS

(a) The Contractor shall submit the original invoice to USPTO Office of Finance at the following address:

U.S. Patent and Trademark Office
Office of Finance, Mail Stop 17
P.O. Box 1450
Alexandria, VA 22313-1450

(b) The Contractor shall concurrently send an electronic invoice to the COTR, including all necessary backup information.

(c) To constitute a proper invoice, each invoice submitted must include the following information and attached documentation:

- (1) Name of the Contractor, invoice number and invoice data;
- (2) Contract number and task order number (one per invoice);
- (3) Description, price, and quantity of products actually delivered;
- (4) Payment terms;
- (5) Name and signature of certifying official, title, phone number, and complete mailing address of responsible office to whom payment is to be sent;
- (6) Period of performance covered by the invoice;
- (7) Other substantiating documentation or information as required by the contract; and
- (8) The following statement on the reverse side of the original of each invoice:

(d) Subparagraph (a)(5)(i) of the FAR clause 52.232-25, Prompt Payment (see Section I.1) is hereby modified to increase the constructive acceptance period to 30 calendar days.

G.5 GOVERNMENT ADJUSTMENT OF CONTRACTOR INVOICES

The USPTO will deduct any applicable re-inspection charges and liquidated damages applicable to specific deliverables against the appropriate Contractor invoices before payment.

G.6 ELECTRONIC PAYMENT INFORMATION

(a) The information required by the clause at FAR 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (see Section I), shall be forwarded by the Contractor to the below-designated office:

U.S. Patent and Trademark Office
Office of Finance, Mail Stop 17
P.O. Box 1450
Alexandria, VA 22313-1450

(b) If requested, a form will be provided to the Contractor for this purpose. In the event payment is assigned to a bank, thrift, or other financing institution pursuant to the clause FAR 52.232-23, Assignment of Claims (see Section I), the Contractor shall forward that form to the assignee for completion.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 TYPE OF CONTRACT

The USPTO anticipates awarding a Fixed-Price, Requirements type contract.

H.2 ADVERTISING OF AWARD

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government, or is considered by the USPTO to be superior to other products or services. Advertisements, press releases and publicity of a contract by a supplier shall not be made without the prior express written permission of the Contracting Officer.

H.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause (and clause H.4), shall not exceed 10 years.

H.4 AWARD TERM OPTION INCENTIVES

(a) In an effort to establish a long-term business relationship based on sustained superior performance, this contract provides the contractor the opportunity to earn the addition of up to three more (un-priced) option years of contract performance (beyond the base period and regular option periods) in the form of Award Term Options.

(b) Following the base period (and assuming the period of performance has been extended through the exercise of regular options), up to 2 award term options may be earned by increasing the quality level of contract deliverables as follows:

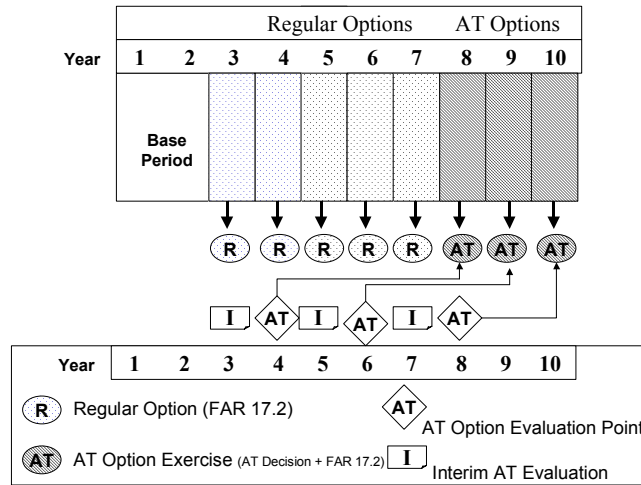
Award Term Option 1: The Contractor shall maintain an overall average of less than or equal to 5.5 errors per 100,000 characters for the front page, specification, and claim data of the Grant Red Book ICE deliverable.

Award Term Option 2: The Contractor shall maintain an overall average of less than or equal to 5.0 errors per 100,000 characters for the front page, specification, and claim data of the Grant Red Book ICE deliverable.

(c) Award Term Option 3: The Contractor may submit a proposal to increase electronic filings at any time. If the proposal is implemented and during an evaluation period it is determined that there are significant increases in electronic filings, the Contractor may be eligible for an award term option. Award Term Option 3 may be earned independently of Award Term Options 1 and 2.

(d) The USPTO will designate a Term Determining Official (TDO), who will be responsible for the overall award term evaluation. The TDO will unilaterally decide whether or not the contractor has earned the addition of the award term option. If the TDO authorizes the addition of an award term, the contractor shall, within 90 days, submit a priced proposal for the subject award term option year. Following price negotiations, a supplemental agreement will be issued to revise Section B to include the new award term option year and prices. A successful award term evaluation shall not entitle the contractor to the award term option. The award term option will be exercised (unilaterally) by the Contracting Officer after evaluation in accordance with FAR 17.2, but only if (in the case of the first two award term options) the quality levels have been maintained from the time of the TDO decision.

The following illustration is provided as an example. For the purposes of this illustration only, Award Term Option 3 is earned last.



H.5 NO WAIVER OF DELIVERY SCHEDULE

(a) None of the following shall be regarded as an extension, waiver, or abandonment of the delivery schedule or a waiver of USPTO right to terminate for default: (i) Delay by the USPTO in terminating for default; (ii) Acceptance of delinquent deliveries; and (iii) Acceptance or approval of samples submitted either after default in delivery or in sufficient time for the contractor to meet the delivery schedule.

(b) Any assistance rendered to the contractor on this contract or acceptance by the USPTO of delinquent goods or services hereunder will be solely for the purpose of mitigating damages and is not to be construed as an intention on the part of the USPTO to condone any delinquency, or as a waiver of any rights the USPTO may have under subject contract.

H.6 ORGANIZATIONAL CONFLICT OF INTEREST

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions, which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the USPTO may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

H.7 INSURANCE COVERAGE

Pursuant to the clause "Insurance - Work on a Government Installation (FAR 52.228-5)," the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

(a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability.

(1) The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(2) Property Damage liability insurance shall be required in the amount of \$100,000.

(c) Automobile Liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

H.8 ACCESS TO GOVERNMENT FACILITIES

During the life of the contract, the rights of ingress to and egress from the USPTO facility for Contractor personnel shall be made available as required. During all operations on USPTO premises, Contractor personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The USPTO reserves the right to require Contractor personnel to sign in upon ingress to and sign out upon egress from the USPTO facility.

H.9 ORDERING AUTHORITY AND PROCEDURES

Orders under this contract shall be issued by warranted Contracting Officers of the U.S. Patent and Trademark Office. All orders will be placed in writing. As a minimum, each order will contain the following information: (1) contract and order numbers, (2) contract line item numbers, descriptions, contract unit prices and amounts, (3) required delivery date, (4) place of delivery, (5) accounting and appropriation data, if applicable, and (6) signature of an authorized ordering official.

H.10 SECRECY AND USAGE OF PATENT INFORMATION

Work under this contract does not affect the national security. However, patent applications are required by law (35 U.S.C. 122) to be kept in confidence. Information contained in any patent application file(s) is restricted to authorized Contractor personnel on a need-to-access basis.

The Contractor acquires no right or privilege to use or disclose any information contained in any patent application file (in any form whatsoever) except to perform the work under the contract. Further, the Contractor shall not copyright or make any use or disclosure whatsoever of any patent information contained in any application or

related copy or data furnished the Contractor by the Government or obtained therefrom except performing the requirements of this contract.

Security requirements of patent application file data maintained in a computer-accessible medium are an extension of the security requirements for the hard copy or the patent application folders. All processing, storage or transmission of patent application file data by means of electronic communications systems is prohibited unless use of such systems is approved by the USPTO.

All personnel having access to patent application files or data or information concerning the same, must take the following at or affirmation, signed in writing:

"I do swear or affirm that I will preserve the applications for patents in secrecy, that I will not divulge any information concerning the same to unauthorized persons while employed in work under this contract or at any time thereafter; and that I take this obligation freely, and without mental reservation or purpose of evasion."

Each employee's signed oath, or affirmation, shall be retained in the Contractor's file, subject to inspection by authorized Government representatives.

Without advance notice, the Government shall have the right to inspect the Contractor's premises, records, and work in process pertaining to the secrecy of patent information.

H.11 CAR 1352.239-73- SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES

(a) This clause is applicable to all contracts that include information technology resources or services in which the Contractor must have physical or electronic access to USPTO's sensitive or classified information, which is contained in systems that directly support the mission of the Agency. For purposes of this clause the term "Sensitive" is defined by the guidance set forth in:

- (1) The *DOC IT Security Program Policy and Minimum Implementation Standards* (<http://www.ossec.doc.gov/cio/itmhweb/itmhweb1.html>);
- (2) The Office of Management and Budget (OMB) *Circular A-130, Appendix III, Security of Federal Automated Information Resources*, (<http://csrc.nist.gov/secplcy/a130app3.txt>) which states that there is a "presumption that all [general support systems] contain some sensitive information."; and
- (3) The *Computer Security Act of 1987* (P.L. 100-235) (<http://www.epic.org/crypto/csa/csa.html>), including the following definition of the term sensitive information "... any information, the loss, misuse, or unauthorized access, to or modification of which could adversely affect the national interest or the, conduct of federal programs, or the privacy to which individuals are entitled under section 552 a of title 5, Unites States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy."

For purposes of this clause, the term "Classified" is defined by the guidance set forth in:

- (1) The *DOC IT Security Program Policy and Minimum Implementation Standards, Section 3.3.1.4* (<http://www.ossec.doc.gov/cio/itmhweb/itmhweb1.html>).
- (2) The *DOC Security Manual, Chapter 18* (<http://www.ossec.doc.gov/osy/>).
- (3) Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

Information technology resources include, but are not limited to, hardware, application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. The Contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of USPTO IT resources for all of the contractor's systems that are interconnected with a USPTO network or USPTO systems that are operated by the Contractor.

- (b) All Contractor personnel performing under this contract and Contractor equipment used to process or store USPTO data, or to connect to USPTO networks, must comply with the requirements contained in the USPTO IT Security Handbook.
 - (c) For all Contractor-owned systems for which performance of the contract requires interconnection with a USPTO network or that USPTO data be stored or processed on them, the Contractor Shall:
 - (1) Provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall comply with federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 *et seq.*) and the Federal Information Security Management Act of 2002, Pub. L. No. 107-347, 116 Stat. 2899, 2946-2961 (2002); Pub. L. No. 107-296, 116 Stat. 2135, 2259-2273 (2002). 38 WEEKLY COMP. PRES. DOC. 51, 2174 (Dec. 23, 2002) (providing statement by President George W. Bush regarding Federal Information Security Management Act of 2002). The plan shall meet IT security requirements in accordance with Federal and USPTO policies and procedures that include, but are not limited to:
 - (a) OMB Circular A-130, *Management of Federal Information Resources*, Appendix III, *Security of Federal Automated Information Resources* (<http://csrc.nist.gov/secplcy/a130app3.txt>);
 - (b) National Institute of Standards and Technology Special Publication 800-18, *Guide for Developing Security Plans for Information Technology Systems* (<http://csrc.nist.gov/publications/nistpubs/800-18/Planguide.PDF>); and
 - (c) DOC Procedures and Guidelines in the *Information Technology Management Handbook* (<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>).
 - (d) National Industrial Security Program Operating Manual (NISPOM) for classified systems (<http://www.dss.mil/isec/nispom.htm>); and
 - (2) Within 14 days after contract award, the contractor shall submit for USPTO approval a System Certification and Accreditation package, including the IT Security Plan and a system certification test plan, as outlined in USPTO Certification and Accreditation Technical Standard and Guideline. The Certification and Accreditation Package must be consistent with and provide further detail for the security approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The Certification and Accreditation Package, as approved by the Contracting Officer, in consultation with the USPTO IT Security Officer, shall be incorporated as part of the contract. USPTO will use the incorporated IT Security Plan as the basis for certification and accreditation of the contractor system that will process USPTO data or connect to USPTO networks. Failure to submit and receive approval of the Certification and Accreditation Package, as outlined above may result in termination of the contract.
- (d) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

H.12 CAR 1352.239-74 SECURITY PROCESSING REQUIREMENTS FOR CONTRACTORS/SUBCONTRACTOR PERSONNEL FOR ACCESSING USPTO AUTOMATED INFORMATION SYSTEMS (DEVIATION)

- (a) Contractor personnel requiring any access to AISs operated by the Contractor for USPTO or interconnected to a USPTO network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, *Security Processing Requirements for Service Contracts*. USPTO shall provide screening using standard personnel screening forms, which the Contractor shall submit to the USPTO Contracting Officer's Technical Representative (COTR) based on the following guidance:

Contract personnel performing work designated Contract High Risk and personnel performing work designated Contract Moderate Risk in the information technology (IT) occupations and those

with “global access” to an automated information AIS require a favorable pre-employment check before the start of work on the contract, regardless of the expected duration of the contract. After a favorable pre-employment check has been obtained, the Background Investigation (BI) for Contract High Risk and the Minimum Background Investigation (MBI) for Contract IT Moderate Risk positions must be initiated within three working days of the start of work.

Contract personnel performing work designated Contract Moderate Risk who are not performing IT-related contract work do not require a favorable pre-employment check prior to their employment; however, the Minimum Background Investigation (MBI) must be initiated within three working days of the subject’s start of work on the contract, regardless of the expected duration of the contract.

Contract personnel performing work designated Contract Low Risk will require a National Agency Check and Inquiries (NACI) upon the subject’s start of work on the contract if the expected duration of the contract exceeds 365 calendar days. The NACI must be initiated within three working days of the subject’s start of work on the contract.

Contract personnel performing work designated Contract Low Risk will require a Special Agreement Check (SAC) upon the subject’s start of work on the contract if the expected duration of the contract (including options) exceeds 180 calendar days but is less than 365 calendar days. The SAC must be initiated within three working days of the subject’s start of work on the contract.

Contract personnel performing work on contracts requiring access to classified information must undergo investigative processing according to the Department of Defense National Industrial Security Program Operating Manual (NISPOM), (<http://www.dss.mil/isec/nispom.htm>) and be granted eligibility for access to classified information prior to beginning work on the contract. The security forms may be obtained from USPTO Office of Security. At the option of the USPTO, interim access to USPTO AISs may be granted pending favorable completion of a pre-employment check. Final access may be granted only on completion of an appropriate investigation based upon the risk level assigned to the contract.

(b) Within 5 days of contract award, the Contractor shall certify in writing to the COTR that its employees, in performance of the contract, have completed annual IT security awareness training in USPTO IT Security policies, procedures, computer ethics, and best practices, in accordance with the USPTO Training Policy. The COTR will inform the Contractor of any other available USPTO training resources.

(c) The Contractor shall afford USPTO, including the Office of Inspector General, access to the Contractor’s and subcontractor’s facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of USPTO data or to the function of computer AISs operated on behalf of USPTO, and to preserve evidence of computer crime.

(d) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(NOTE: Low Risk contracts whose duration is less than 180 days do not ordinarily require security processing. However, even though the contract is short in duration, based on any unusual circumstances that may exist, Special Agreement Checks (SACs) may be requested, at the discretion of the Contracting Officer’s Technical Representative (COTR) and/or the USPTO Security Office.)

H.13 TRANSITION FROM INCUMBENT CONTRACTOR TO NEW CONTRACTOR (IF REQUIRED)

After the new Contractor's transition plan has been successfully implemented, the Contractor shall assume full production responsibility.

H.14 PHASE OUT REQUIREMENT

The Contractor shall develop a plan for dual processing that will assure uninterrupted delivery of all products along with gradually increasing capture of applications at allowance. The plan shall show specific weekly quantities of deliverables that will be processed.

The USPTO requires delivery of the following End of Contract deliverables: to the Address (1) in Section F.2, Delivery, as follows:

- End of Contract Initial Data Capture Grant Red Book ICE. The Contractor shall deliver the file(s) of existing data resulting in the Initial Data Capture Grant Red Book ICE seven (7) calendar days after the end of the contract.
- End of Contract USPTO Notices Files. The Contractor shall deliver the USPTO Notices Files described in Section C, thirty (30) calendar days after the end of the contract.
- End of Contract Annual Indices (Parts I and II) PostScript® File. The Contractor shall deliver the files of existing cumulative year-to-date Annual Indices (Parts I and II) data thirty (30) calendar days after the end of the contract.
- End of Contract Cumulative Calendar Year-to-Date Lists for Reissue Applications Filed and Requests for Reexamination Filed. The Contractor shall deliver the two files seven (7) calendar days after the end of the contract.

H.15 GOVERNMENT FURNISHED DATA

The Government shall deliver to the Contractor, as may be requested, Government-Furnished Data (GFD) during the performance of this contract. GFD will be delivered to the Contractor as specified in each task order. Title to GFD shall remain in the Government, and the Contractor shall use the GFD only in connection with this contract. Upon completion or termination of this contract, the Contractor shall return to the Government all GFD.

H.16 DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA

Duplication or disclosure of confidential data provided by the USPTO or to which the Contractor will have access as a result of this contract is prohibited. It is understood that throughout performance of the contract the Contractor may have access to confidential data which is the sole property of the USPTO, as well as access to proprietary data which is the sole property of other than the contracting parties. The Contractor hereby agrees to maintain the confidentiality of all such data to which access may be obtained throughout contract performance whether title thereto vests in the USPTO or otherwise. The Contractor hereby agrees not to disclose said data, any interpretations thereof or data derivative there from, to unauthorized parties in contravention of these provisions without prior written approval of the CO or the party in which title thereto is wholly vested. This clause also applies to any subcontractors and/or consultants used by the Contractor.

H.17 DUPLICATION OF EFFORT

The Contractor hereby certifies that costs for work to be performed under this contract and any subcontract hereunder are not duplicative of any costs charged against any other Government contract, subcontract or other Government source. The Contractor agrees to advise the CO, in writing of any other Government contract or subcontract it has performed, or is performing, which involves work directly related to the purpose of this contract. The Contractor also certifies and agrees that any and all work performed under this contract shall be directly and exclusively for the use and benefit of the Government, not incidental to any other work, pursuit, research or purpose of the contractor, whose responsibility it will be to account for it accordingly.

H.18 RIGHTS IN DATA

In addition to the terms and conditions set forth in FAR 52.227-14 (incorporated by reference in Section I.1), the Government shall have unlimited rights in software first produced in the performance of this contract. For the purposes of this clause, "software first produced in the performance of this contract" shall include, but not be limited to the following: non-COTS computer programs developed or previously developed and implemented by the Contractor in the performance of this contract, related computer data bases and documentation thereof, source code, object code, algorithms, library code, library routine, and technical data of all software first produced in the performance of this contract. For the purposes of this clause, "unlimited rights" shall mean the right of the USPTO, at no extra cost to the USPTO or recipients, to use, disclose, reproduce unlimited copies, prepare derivative works, distribute unlimited copies to the public and foreign government patent offices, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

H.19 APPROVAL OF PROPOSED SUBCONTRACTS

The Contractor shall disclose the use of all proposed subcontracts with a cumulative value over \$100,000 during this contract and obtain the USPTO's prior written approval for their use. The Contractor shall provide the following information about proposed subcontracts: description of the supplies or services to be subcontracted; identification of the subcontract type (i.e., fixed price, cost reimbursable); identification of the proposed subcontractor and place of performance; documentation of how the proposed subcontractor was selected, including the competition obtained; identification of proposed subcontract price and the basis for its reasonableness; description of proposed subcontractor's security procedures; and, a copy of the proposed subcontract.

H.20 APPROVAL OF CHANGE IN CONTRACTOR'S PLACE(S) OF PERFORMANCE

If the Contractor wishes to change any place of performance after contract award date, the Contractor shall first obtain the USPTO's written approval. The Contractor shall provide the following information in support of this request: an identification of the proposed location change(s); a description of the contract work to be accomplished at the new location(s); and a description of the planned security procedures.

H.21 EXERCISE OF OPTIONAL LINE ITEMS

The Government may require the delivery of the numbered line items, identified in the Schedule as option items, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise these options by unilateral contract modification. Optional line item 008A may be exercised no earlier than January 2006. Optional line item 008B may be exercised no earlier than January 2007.

SECTION I - CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

Clause	Title	Date
52.202-01	Definitions.	DEC 2001
52.203-03	Gratuities.	APR 1984
52.203-05	Covenant Against Contingent Fees.	APR 1984
52.203-06	Restrictions on Subcontractor Sales to the Government.	JUL 1995
52.203-07	Anti-Kickback Procedures.	JUL 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	JUN 2003
52.204-04	Printing/Copying Double-Sided on Recycled Paper.	AUG 2000
52.204-07	Central Contractor Registration	OCT 2003
52.209-06	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	JUL 1995
52.215-08	Order of Precedence--Uniform Contract Format.	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications.	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications.	OCT 1997
52.215-14	Integrity of Unit Prices.	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications.	OCT 1997
52.219-08	Utilization of Small Business Concerns	OCT 2000
52.219-09	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages--Subcontracting Plan.	JAN 1999
52.222-26	Equal Opportunity.	APR 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.	DEC 2001
52.222-36	Affirmative Action for Workers with Disabilities.	JUN 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.	DEC 2001
52.223-06	Drug-Free Workplace.	MAY 2001
52.223-14	Toxic Chemical Release Reporting.	AUG 2003
52.225-05	Trade Agreements	JAN 2004
52.225-13	Restrictions on Certain Foreign Purchases.	DEC 2003
52.227-01	Authorization and Consent.	JUL 1995
52.227-14	Rights in Data--General.	JUN 1987
52.228-05	Insurance--Work on a Government Installation.	JAN 1997
52.229-03	Federal, State, and Local Taxes.	APR 2003
52.232-01	Payments.	APR 1984
52.232-08	Discounts for Prompt Payment	FEB 2002
52.232-17	Interest.	JUN 1996

52.232-23	Assignment of Claims.	JAN 1986
52.232-25	Prompt Payment.	OCT 2003
52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration.	OCT 2003
52.233-01	Disputes.	JUL 2002
52.233-03	Protest after Award.	AUG 1996
52.242-13	Bankruptcy.	JUL 1995
52.243-01	Changes--Fixed-Price.	AUG 1987
52.244-02	Subcontracts	AUG 1998
52.245-02	Government Property (Fixed-Price Contracts).	JUN 2003
52.248-01	Value Engineering.	FEB 2000
52.249-02	Termination for Convenience of the Government (Fixed-Price).	SEP 1996
52.249-08	Default (Fixed-Price Supply and Service).	APR 1984
52.253-01	Computer Generated Forms.	JAN 1991

I.2 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the contract period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.3 52.216-19 DELIVERY-ORDER LIMITATIONS (OCT 1995)

The Contractor shall honor any order in accordance with this contract. If the Contractor is unable to meet the requirements of an order, the Contractor must return the delivery order to ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.4 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days after contract end date.

I.5 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)

(a) Definitions. As used in this clause-

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract. (c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items: (i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities. (ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246). (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a)); (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64). (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations. (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.6 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Commerce Acquisition Regulation clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

SECTION J – ATTACHMENTS

J.1 TECHNICAL REFERENCES

This contract cites and includes the following USPTO Technical References. All work described in Section C Description/Specifications/Work Statement required under this contract shall be performed in accordance with the following the USPTO Technical References. For those documents where a link is not provided, then the documents will be attached.

<u>Technical Reference Number</u>	<u>Description</u>
1	Data Preparation Manual for Pre-Grant Publication
2	Data Entry Manual for Utility Patents
3	Data Entry Manual for Non-Utility Patent Publications
4	Pending Office of Patent Publication Information Bulletins
5	Pre-Grant and Grant Red Book ICE Documentation http://www.uspto.gov/web/offices/ac/ido/oeip/sgml/st32/redbook/index.html
6	Pre-Grant and Grant Yellow Book 2 Documentation
7	Samples of Pre-Grant Publications, Issued Patents, Certificates of Correction, Statutory Invention Registration Certificates, Reexamination Certificates at www.uspto.gov/patft/index.html (and also see Samples posted to the main PaDaCap 2 website)
8	Sample Patent Official Gazette Products and Documentation - Patent Official Gazette (eOG:P) http://www.uspto.gov/web/patents/patog/ - Patent Official Gazette Notices http://www.uspto.gov/web/offices/com/sol/og/index.html - USPTO eOfficial Gazette Technical Specifications
9	USPTO Classification
10	IFW Business Processes and Procedures Manual
11	High Speed Printing
12	Establishing Secondary Object
13	Index and Scanning Documents in IFW
14	EPOLine Phoenix Document Capture
15	File Maintenance and Final Data Capture Issue Build
16	Processing of Certificates of Correction

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS**

**This section is posted as a separate file on the PaDaCap2
website.**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far/>.

Clause	Title	Date
52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In US Currency	APR 1991
52.215-1	Instructions to Offerors – Competitive Acquisition	OCT 1997
52.222-24	Pre-award On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.237-1	Site Visit	APR 1984

L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Fixed Price, Requirements type contract resulting from this solicitation.

L.3 NAICS CODE AND SMALL BUSINESS SIZE STANDARD

The North American Industry Classification System (NAICS) code for this acquisition is 511199. The small business size standard is no more than 500 employees. The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

L.4 SET-ASIDE INFORMATION

This solicitation is NOT set-aside for small business concerns.

L.5 52.233-2 SERVICE OF PROTESTS (AUG 1996)

- A. Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:
- U.S. DEPT. OF COMMERCE, USPTO
OFFICE OF PROCUREMENT
P.O. BOX 1450
Alexandria, VA 22313-1450
ATTN: Jason Taylor
- B. The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.6 AGENCY-LEVEL PROTEST PROCEDURES LEVEL ABOVE THE CONTRACTING OFFICER (DEC 1996)

1. PURPOSE: To implement the requirements of Executive Order No. 12979 and Federal Acquisition Regulation (FAR 33.103). On October 25, 1995, President Clinton signed Executive Order No. 12979, which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of procurement contracts within their agencies at a level above the Contracting Officer. Authority to administer procurement-related directives has been delegated within the Department of Commerce through the Chief Financial Officer and Assistant Secretary for Administration to the Director for Acquisition Management (Procurement Executive). The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce protests to the General Accounting Office and other external fora. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by

an interested party at the Contracting Officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the Contracting Officer.

II. DEFINITIONS:

An agency protest is one that may be filed with either the contracting officer or the protest decision authority but not both. When a protester decides to file a protest at the agency level with the protest decision authority, the guidelines set forth in these established agency level protest procedures above the contracting officer apply. These procedures are in addition to the existing protest procedures contained in the Federal Acquisition Regulation (FAR) Part 33.102.

A day is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, when the Washington, DC offices of the Department of Commerce are closed for all or part of the last day, the period extends to the next day on which the Department is open.

III. PROCEDURES:

a. Protesters using these procedures may protest to the protest decision authority who will make the final decision for the Department.

Protests shall be addressed to:

Jo-Anne Barnard
Chief Financial Officer and Chief Administrative Officer
U.S. Patent & Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450
FAX No. 703-305-0995

The outside of the envelope or beginning of the FAX transmission must be marked "Agency-level Protest". The protester shall also provide a copy of the protest within 1 day to the responsible contracting officer and a copy to the addressee indicated below:

Office of the General Counsel
U.S. Patent & Trademark Office
Box OGC
Washington, D.C. 20231
(FAX Number 703-305-5907)

b. Election of forum: While a protest is pending at the agency level with the protest decision authority, the protester agrees not to protest to the General Accounting Office (GAO) or any other external forums. If the protester has already filed with the GAO or other external forums, the procedures described here may not be used.

1. Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or time set for receipt of proposals shall be filed prior to bid opening or the time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 days after contract award or 5 days after the date the protester was given the opportunity to be debriefed, whichever date is later. In cases other than those covered in the preceding two sentences, protests shall be filed not later than 10 days after the basis of the protest is known or should have been known, whichever is earlier.

2. To be filed on a given day, protests must be received by 4:30 PM current local time. Any protests received after that time will be considered to be filed on the next day. Incomplete submissions will not be considered filed until all information is provided.

3. To be complete, protests must contain the following information:

- (i) the protester's name, address, telephone number, and fax number
- (ii) the solicitation or contract number, name of contracting office and the contracting officer

- (iii) a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced
- (iv) copies of relevant documents supporting protester's statement
- (v) a request for ruling by the agency
- (vi) Statement as to form of relief requested
- (vii) all information establishing that the protester is an interested party for the purpose of filing a protest
- (viii) all information establishing the timeliness of the protest

All protests must be signed by an authorized representative of the protester. Within 14 days after the protest is filed, the Contracting Officer will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When

an extension is granted, the protest decision authority will notify the protester and all interested parties within 1 day of the decision to grant the extension. Unless an extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals. The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition Management. Effect of protest on award and performance:

When a protest is filed prior to award, a contract may not be awarded unless authorized by the Head of the Contracting Activity (HCA) based on a written finding that:

- (i) The supplies or services are urgently required,
- (ii) delivery or performance would be unduly delayed by failure to make the award promptly, or
- (iii) a prompt award will be in the best interest of the Government.

When a protest is filed within 10 days after contract award or 5 days after a debriefing date was offered to the protester under a timely debriefing request in accordance with FAR 15.1004, whichever is later, the Contracting Officer shall immediately suspend performance pending the resolution of the protest within the agency, including any review by an independent higher official, unless continued performance is justified. The HCA may authorize contract performance, notwithstanding the protest, based on a written finding that:

- (i) contract performance would be in the best interest of the United States, or (ii) urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision.

IV. REMEDIES:

The protest decision authority may grant one or more of the following remedies:

- (1) terminate the contract, (2) re -compete the requirement, (3) issue a new solicitation,
- (4) refrain from exercising options under the contract, (5) award a contract consistent with statutes and regulations, (6) amend the solicitation provisions which gave rise to the protest and continue with the procurement,
- (7) such other remedies as the decision-maker may determine are necessary to correct a defect.

L.7 INQUIRIES

Inquiries, requests for clarification, and all correspondence concerning this solicitation document shall be submitted via e-mail only to the following address: <mailto:PADACAP2@uspto.gov> . No information concerning this solicitation or requests for clarification will be provided in response to telephone calls from Offerors. The Government will provide written responses to Offerors' questions about the Government's requirement if they are received by Friday, May 14th, 2004. The Government will distribute these responses on the USPTO website at <http://www.uspto.gov/web/offices/ac/comp/proc/PADACAP2/padahom.htm>, however, those responses will not change the terms and conditions of the solicitation unless the Government changes them with an Amendment to the Request for Proposal (RFP).

L.8 SAMPLE OF PATENT APPLICATION IMAGES

Offerors can view sample images of documents from patented applications via the USPTO website at <http://www.uspto.gov/web/offices/ac/comp/proc/PADACAP2/padahom.htm>. These sample documents are representative of, but not limited to, the types of documents the Contractor will receive. These are provided on-line in portable document format (pdf) format for the solicitation publishing purposes only. These samples are **not** intended to represent the electronic format in which the Contractor will receive document images during contract performance.

L. 9 AVAILABILITY OF A POTENTIAL SUBCONTRACTOR

All Offerors are hereby advised that the U.S. Department of Justice has a wholly owned Government corporation called Federal Prison Industries, Inc. (trade name UNICOR) that possesses experience processing some of the information contained in the Government furnished patent applications that are described in the solicitation. To obtain further information, Offerors should contact Ms. Sheila Richardson UNICOR at (202) 305-3956. This notice of availability does not constitute a mandatory use of a subcontractor by an Offeror nor a recommendation for its use.

L.10 PRE-AWARD SURVEY

If an offer submitted in response to this solicitation is favorably considered, a survey team may contact and visit your facility to determine your capacity, financial capability, and technical ability to perform. Current financial statements and other pertinent data should be available at that time. Such evaluation will be used to determine Offeror responsibility in accordance with FAR 9.1.

L.11 PERIOD OF ACCEPTANCE OF OFFER

In compliance with the solicitation, the Offeror agrees, if this offer is accepted within 120 calendar days from the date specified in the solicitation for receipt of offers, to furnish any or all items at the prices offered in the Schedule.

L.12 AWARD WITHOUT DISCUSSIONS

The USPTO intends to award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best proposal. The USPTO reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. Should the Contracting Officer determine it necessary to conduct discussions, such discussions will be conducted as described in the Patent and Trademark Office Acquisition Guideline (PTAG), as opposed to the procedures outlined in FAR 15.306(d).

L.13 NEWS RELEASES

Offerors will make no news releases pertaining to this solicitation or subsequent contract award without prior agency approvals and then only in coordination with the Contracting Officer.

L.14 INCURRING COSTS

The USPTO shall not be obligated to pay any cost incurred by the Offeror in the preparation and submission of a proposal in response to this solicitation. The Offeror is advised that the Contracting Officer is the only person who can legally obligate the USPTO for the expenditure of public funds in connection with this procurement.

L.15 POSTAWARD CONFERENCE

A post award conference with the successful Offeror may be required. If required, it will be scheduled and held within 15 days after the date of contract award.

L.16 ACQUISITION SCHEDULE

Provided below are anticipated milestones for this project:

Activity Planned Completion Date

Release Final RFP 04/29/04

Proposals Due 06/01/04

Award Contract 08/04/04

The above schedule represents estimated dates provided to assist the Offerors in pricing their proposal. The USPTO is not obligated to award the contract on the estimated date.

L.17 PROPOSAL SUBMISSION AND CONTENT

L.17.1 Proposal Submission

Offerors shall provide **one (1) original and eight (8) copies** of their proposal not later than 2:00 p.m. local time Tuesday, June 1, 2004, in the U.S. Patent and Trademark Office, Office of Procurement to the attention of Jason Taylor. All documents shall be delivered as a single package. Depending on the mode of delivery, Offeror's response should be addressed as follows:

U.S. Postal Service

U.S. Patent and Trademark Office
Office of Procurement
Mail Stop 6
PO Box 1450
Alexandria, VA 22313-1450
Attn: Jason Taylor

Handcarried, Courier, or Non-USPS Mail Service

U.S. Patent and Trademark Office
Office of Procurement
2011 Crystal Drive, Suite 810
Arlington, VA 22202
Attn: Jason Taylor

Offerors shall be responsible for accessing the web page (<http://www.uspto.gov/web/offices/ac/comp/proc/PADACAP2/padahom.htm>) for any changes to this RFP. All changes, questions, and answers shall be posted to this location.

L.17.2 General Instructions for The Preparation of Proposals

The documents shall be submitted in paper form (one original and eight copies) and in electronic MSWord format on CD-ROM (one copy), and formatted for 8-1/2" by 11" white, untextured paper, single-spaced. Margins shall be one (1) inch on all sides. The type for all documents submitted (including charts and graphs) shall be black, shall not exceed twelve (12) characters per linear inch or be smaller than twelve (12) point, and shall not exceed six (6) lines per vertical inch.

Proposals that do not include the data necessary for a thorough evaluation may be determined to be unacceptable. The USPTO is not obligated to request additional information from any Offeror in order to make determination of technical acceptability. Facsimile proposals and modifications of proposals are not permitted and will be disregarded if received.

Proposals shall present an Offeror's understanding of the scope of the procurement and an overall approach in providing the required products. General statements such as the Offeror understands, the Offeror can or will comply with the requirements, standard procedures will be used, well known techniques will be used, or that paraphrase the Statement of Work or Technical References in whole or in part will not satisfy the requirements concerning the content of a technical proposal and may serve as the basis for rejecting that Offeror's proposal.

Failure to submit proposals in compliance with these minimum requirements may result in a determination that the proposal is non-compliant, which may eliminate the proposal from further consideration. Offerors are required to address the following in response to the RFP:

<u>Section # and Description</u>	<u>Maximum Pages</u>
1. Technical Approach	75
2. Past Performance	10
3. Quality Control & Assurance System	10
4. Price Proposal	no limit

The Proposal shall include a Table of Contents that indicates the page numbers of each section, figure or table. Dividers with tabs shall be inserted between the sections, with each section starting on a new page. Dividers are not included in the maximum page count. COST OR PRICE INFORMATION SHALL BE SUBMITTED ONLY IN THE PRICE PROPOSAL SECTION.

L.17.3 Technical Approach

L.17.3.1 Planned Operations

In this section, the Offeror shall provide a technical approach to produce the products required in the RFP; submit a process flow diagram and a work plan indicating how each aspect of Section C and its relationship with the applicable Technical References will be accomplished. The Offeror's description of the integration of all tasks shall include a time-line for completion of the tasks and a delivery schedule that meets or exceeds the current contract requirements in Section F for all the required products. The Offeror shall also describe the control and management of data and documents that will be concurrently in process and explain planned security controls and procedures that address maintaining the confidentiality of patent data.

L.17.3.2 Planned Resources

In this section, the Offeror shall provide a detailed plan describing the resources required for producing the products specified in this RFP. This plan shall address the proposed staffing, hardware, software and facilities. The Offeror shall describe the proposed organizational structure (including any sub-contractors) in terms of roles, responsibilities, reporting and level of staffing from transition through full production. The Offeror shall describe the hardware components proposed to be utilized addressing functionality, reliability, availability and capacity and the basis for these determinations. The Offeror shall describe the system and application software components proposed; their functionality; platforms; integration and inter-relationships. The Offeror shall identify any hardware and software components that require procurement and development. The Offeror shall discuss the schedule and associated risk for all hardware and software procurement and development.

L.17.3.3 SMALL BUSINESS SUBCONTRACTING PLAN PROPOSAL INSTRUCTIONS OR TEAMING PLAN INSTRUCTIONS

Offerors shall submit only one of these documents depending on whether they are large businesses or small businesses proposing as the prime contractor.

PTO's preferred order of subcontractor participation is listed below :

- A. Veteran-owned small businesses (including service disabled veteran-owned small businesses)
- B. HUBZone small business concerns
- C. Women-owned small business concerns
- D. Small disadvantaged businesses
- E. Small businesses
- F. Large businesses

L.17.3.3.1 - Small Business Subcontracting Plan (applies only to large businesses proposing as the prime contractor).

The large business offeror (proposing as the prime contractor) must submit a Small Business Subcontracting Plan with their proposal, in accordance with and using the format identified in FAR 52.219-9, Small Business Subcontracting. The USPTO has set a goal of 20% participation by veteran-owned small businesses (including service disabled veteran-owned small businesses),

HUBZone small business concerns, women-owned small business concerns, small disadvantaged businesses, and small businesses. The Contracting Officer must make an affirmative determination regarding the acceptability of the subcontracting plan as one of the elements in determining eligibility for award. Assistance is available for locating small and small disadvantaged business sources by contacting the Department of Commerce's Small Business Utilization Specialist at (202) 482-1472. Subcontracting plans that fail to propose at least 20% of the total contract value for subcontracting with small or minority firms shall include adequate rationale supporting the lack of subcontracting opportunities. Subcontracting plans are subject to negotiation and/or rejection if goals are considered inadequate.

The offeror is encouraged in the proposed use of veteran-owned small businesses (including service disabled veteran-owned small businesses), HUBZone small business concerns, women-owned small business, small disadvantaged businesses, and small businesses concerns to the maximum extent possible. State current and/or proposed subcontracting/teaming arrangements with these concerns, as set forth under Public Law 95-507. For any such teaming arrangements, the offeror must identify:

- A. Offeror's procedures for implementing provisions of Public Law 95-507
- B. Name, position with the company, and telephone number of the Small and Disadvantaged Business Utilization (SDBU) Liaison officer
- C. Recent past history (within last 5 years) of any subcontract/teaming arrangements with small business concerns where work was performed in areas identical or similar to those specified in Section C of this solicitation. Statement of past history should include:
 - 1. Subcontract number
 - 2. Dollar amount of subcontract, type of work performed by small business concerns
 - 3. Dates of award and completion/termination.
- D. Recent past history (the 5 latest contracts in excess of \$1,000,000) of the small business utilization goal on those contracts and the actual percentage attained on those contracts.

L.17.3.3.2 - Teaming Plan (applies only to small businesses proposing as the prime contractor).

The small business offeror (proposing as the prime contractor) must submit a Teaming Plan. There is no required format for this plan. For each subcontractor of the team, the offeror must identify:

- A. Name of the subcontractor.
- B. Area of expertise of the subcontractor.
- C. Proposed percentage of contract work to be given to the subcontractor.
- D. Identify the subcontractor as a large business or a small business. If a small business, identify the category of small business (i.e., veteran-owned small business (including service disabled veteran-owned small businesses), HUBZone small business concerns, women-owned small business concerns, small disadvantaged business, and small businesses.)

L.17.3.3 Transition Plan

In this section, the Offeror shall provide a transition plan providing details regarding the acquisition of hardware, software, facilities, equipment, furnishings and the recruitment and training of personnel. The transition plan shall include the preproduction testing and milestones with planned completion times associated with all transition activities necessary to begin full production. In addition, the transition plan shall include an explanation of how it will produce the required products by the specified due dates in the Production Schedule in Sections F and H.

L.17.4 Past Performance

L.17.4.1 Past and Present Performance and Experience Summaries

Offerors shall provide summaries of performance and experience that meet the following criteria:

- Minimum of 3, maximum of 5, projects/contracts (preferably at least one Government)
- Similar in nature to this acquisition
- Received or performed in the last 3 years and sufficiently mature to demonstrate Offeror performance and experience.

These summaries shall be presented as described in the sample format provided below. Offerors are obligated to notify their Government/commercial projects, if cited, that the USPTO may contact them. Offerors should send their listed references a letter to the following effect authorizing the reference to provide past performance information to the Government.

Offerors shall include a copy of the letter with each past performance summary:

Dear _____ (Client):

We are currently responding to the U.S. Patent and Trademark Office's (USPTO) solicitation for Patent Data Capture services. The Government is placing increased emphasis in their procurements on past performance as a source selection factor. The USPTO is requiring that clients of entities responding to their solicitations be identified and their participation in the evaluation process be requested. In the event you are contacted for information on work we have performed, you are hereby authorized to respond to those inquiries. We have identified Mr./Ms. _____ of your organization as the point of contact based on his/her knowledge concerning our work. Your cooperation is appreciated. Any questions may be directed to _____.

Sincerely,

SAMPLE FORMAT FOR PAST AND PRESENT PERFORMANCE AND EXPERIENCE SUMMARIES

1. Contract Name and Number Identify the contract by name and by the Government-assigned contract number if appropriate. If the Offeror was a subcontractor, identify the aspects of the contract for which Offeror was responsible.

2. Client Provide the complete name of the company or Government agency or department for which the project was performed.

3. Contract Data Provide the type of contract (Firm Fixed Price, Cost Plus, etc.), the dates between which the Offeror worked on the project, the total value of the project (cost to the client) and, if the Offeror was a subcontractor, the subcontract value, and the status of the project (completed, in process, etc.).

4. Prime Contractor and Subcontractors Identify the company name and address of the prime contractor (if the Offeror was a subcontractor) and all subcontractors to the Offeror who worked on the project and had subcontracts valued over \$100,000. Identify those subcontractors the Offeror intends to use for this program.

5. Contact Information In the following, to "identify" a person means to provide that individual's name, title, address, and telephone number. This information is required for each of the following individuals as relevant. If the same person functioned in multiple capacities on a project, repeat the information in each location. If the project did not include a category (e.g., subcontractor point of contact), so indicate. All contacts shall be current and reachable. Include the date on which the person was reached to verify that the contact is current and reachable.

If a person cited cannot be reached at the telephone number provided, no further attempt will be made to reach that person, and the project experience will not be included in the evaluation of the proposal.

- **Client Technical Contact** Identify the person at the client agency or company who was the point of contact for Offeror's technical efforts
- **Client Contractual Contact** Identify the contractual point of contact at the client agency or company for the Offeror's efforts
- **Client Project Manager** Identify the overall project manager at the client agency or company.
- **Client Contracting Officer** Identify the contracting officer for the project at the client agency or company

- **Prime and Subcontractor Contacts** If the Offeror was a subcontractor, identify the point of contact at the prime contractor. If the project involved companies acting as subcontractors to the Offeror (whether the Offeror was the prime contractor or a subcontractor itself), identify the point of contact at each subcontractor. Prime contractors and/or subcontractors may be contacted to determine Offeror's performance and to verify the accuracy of the information provided. If the accuracy cannot be verified, then the project will not be evaluated for corporate experience.

6. Relevance Justify the selection of this project as supporting Offeror's qualifications for award of this contract. Show how the technical, quality control, and managerial aspects of the project are related to the work described in this RFP.

7. Narrative Briefly describe the project, from technical, quality control, and managerial points of view. Describe processes used to perform technical, quality control, and managerial work. Describe any difficulties encountered and the methods used to overcome them. Identify any unique aspects of the project, or innovative approaches or methods used. Describe interfaces with the customer and with other contractors performing on the contract or with whom coordination was required.

8. Contract Reviews Include copies of any client reviews of Offeror's performance on this project. Examples include but are not limited to contract closeout reviews, letters of commendation, stop-work orders, etc.

L.17.4.2 Awards

Offerors are invited to describe quality awards or certifications, received or for which Offeror was nominated, that indicate the Offeror possesses a high quality process for developing, producing, or providing the required products or services. State when the award or nomination was made.

L.17.5 Quality Control and Assurance System

The prime Contractor shall be ISO 9001:2000 certified at the time of award. The Contractor must remain ISO 9001:2000 certified for the length of this contract. The Offeror shall include in its proposal (in this section) either evidence of its ISO 9001: 2000 certification, or its plan to become certified by the time of award (scheduled for August 4, 2004).

The Offeror shall provide its planned Quality Control and Assurance System. This plan shall define the scope, validity and management of data and information that underlies the Offeror's continuous process improvement management system. The Offeror shall also provide a disaster/back-up and recovery plan based on their technical approach(es) that includes all products/deliverables required by this RFP. This disaster/back-up and recovery plan should include a risk assessment and identify weaknesses or potential single points of failure.

L.17.6 Price Proposal

Because the USPTO anticipates adequate price competition, Offerors are not required to submit detailed cost data with their proposals. If the USPTO determines that additional information data is needed to conduct effective or meaningful negotiations or to establish the reasonableness of proposed prices, Offerors may be required to provide additional cost or price data.

L.17.6.1 Unit Price Tables

Offerors shall submit a response to the unit price tables in Section B. If there is no price associated with a line item, the Offeror shall insert "NSP" (Not Separately Priced) in the unit price column for that line item.

L.17.6.2 Solicitation

Offerors shall submit one fully executed copy of the solicitation including all amendments, SF-33, and completed Section K –Offeror Representations and Certifications.

L.17.6.3 Subcontract Information

Offerors shall disclose the use of all proposed subcontracts with a cumulative value over \$100,000. For these subcontracts valued over \$100,000, the following information must be furnished:

- Firm Name
- Address
- Point of Contact
- Contact Telephone Number
- Value of Subcontract (base plus option periods)
- Role of the Subcontractor
- Subcontract Type (i.e., fixed price, cost reimbursable)
- Place of Performance
- Documentation of how the proposed Subcontractor was selected

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

Clause	Title	Date
52.217-5	EVALUATION OF OPTIONS	JUL 1990

M.2 SINGLE AWARD

Multiple awards or awards by line item will not be made. Offers will be evaluated on the basis of total aggregate price for all line items. Offerors are required to submit prices on each separately priced line item listed in the unit price tables in Section B.

M.3 UNBALANCED OFFERS

The USPTO reserves the right to reject an offer if it is materially unbalanced as to prices, and it is determined that award of such an offer would not result in the lowest overall cost to the USPTO, or may otherwise be improper. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices that are significantly overstated for other work.

M.4 EVALUATION PROCEDURES

In the conduct of its evaluation of Offeror proposals, the USPTO may use a variety of information sources in addition to information provided by the Offeror. These sources may include technical reports, commercial literature, and contact with present or past Government or commercial customers of the Offeror. The USPTO may use past performance information obtained from sources other than those identified by the Offeror. Past performance information obtained will be used for both responsibility determination and the best value decision. The USPTO intends to award a contract on the basis of initial offers received, without discussions. Therefore, each offer should contain the Offeror's best proposal. Pursuant to the flexibilities provided in the Patent and Trademark Acquisition Guidelines (PTAG) and notwithstanding 52.215-1(f)(4), the USPTO reserves the right to conduct discussions only with the highest rated offeror without establishing a competitive range if discussions are deemed necessary by the Contracting Officer. If discussions are conducted and the USPTO Contracting Officer is unable to reach agreement with the highest ranked offeror, negotiations will be initiated with the next highest-ranked firm.

The USPTO may discontinue the evaluation of any proposal which is unacceptable because of the following:

- It does not represent a reasonable effort to address itself to the essential requirements of the RFP or clearly demonstrates that the Offeror does not understand the RFP; or
- A substantial deficiency is inherent in the proposal; or
- It contains major deficiencies or out-of-line costs which discussions with the Offeror could not reasonably be expected to cure.

M.5 EVALUATION CRITERIA

Technical, past performance, and quality control factors will be scored. A risk assessment will be conducted for each factor. Price will not be a scored criterion but will be evaluated as described below in Price Evaluation. Evaluation of each Offeror's proposal will be conducted as set forth below.

M.5.1 Technical Approach Criteria

The USPTO will use the following sub-factors to evaluate Offeror's technical approach:

A. Planned Operations

The USPTO will evaluate the Offeror's demonstrated understanding of the RFP through the analysis of the process flow diagram, and the viability of the Offeror's work plan and timeline for completion of all tasks. The Offeror's proposed plan for control and management of patent data, facilities and security controls and procedures will be evaluated for sufficiency.

B. Planned Resources

The USPTO will evaluate the Offeror's proposed staffing, subcontracts, hardware, software (COTS vs. Development), facilities for effective and efficient use of resources, and the sufficiency and flexibility of the proposed resources to meet the RFP requirements. The Offeror's proposed staffing levels, hardware, software and facilities will be evaluated to assess the Offeror's understanding of the RFP.

C. Small Business Subcontracting

C.1 Small Business Subcontracting Plan (applies only to large businesses proposing as the prime contractor).

The offeror's Small Business Subcontracting Plan will be evaluated on the offeror's stated proposed use of veteran-owned small businesses (including service disabled veteran-owned small businesses), HUBZone small business concerns, women-owned small business concerns, small disadvantaged businesses, and small businesses as set forth in FAR Subpart 19.7, and on the creativity and resourcefulness of its teaming arrangement(s) with these concerns. The offeror will be evaluated on the appropriateness of its subcontractor(s) plan and on its ability to effectively manage and control the use of subcontractor(s). The offeror is encouraged to propose use of these concerns to the maximum extent possible. The offeror will be evaluated on its projected percentage of use of these concerns and the proposed subcontractor's socio-economic status in relationship to the USPTO's preferred order of subcontractor participation as listed below :

- A. Veteran-owned small businesses (including service disabled veteran-owned small businesses)
- B. HUBZone small business concerns
- C. Women-owned small business concerns
- D. Small disadvantaged businesses
- E. Small businesses

C.2 Teaming Plan (applies only to small businesses proposing as the prime contractor).

The offeror's Teaming Plan will be evaluated on the offeror's use of veteran-owned small businesses (including service disabled veteran-owned small businesses), HUBZone small business concerns, women-owned small business concerns, small disadvantaged businesses, and

small businesses as set forth in FAR Subpart 19.7, large businesses, on the creativity and resourcefulness of its teaming arrangement(s) with these concerns, and the proposed subcontractor's socio-economic status in relationship to the PTO's preferred order of subcontractor participation as listed below :

- A. Veteran-owned small businesses (including service disabled veteran-owned small businesses)
- B. HUBZone small business concerns
- C. Women-owned small business concerns
- D. Small disadvantaged businesses

- E. Small businesses
- F. Large businesses

D. Transition Plan

The USPTO will evaluate the viability of the Offeror's proposed schedule including milestones to acquire the hardware, software, facilities, equipment, furnishings and the recruitment and training of personnel from transition to full production. The proposed schedule will be evaluated for timeliness and reasonableness.

M.5.2 Past Performance Criteria

The USPTO will use the following subfactors to evaluate Offeror past performance:

A. Relevance

The USPTO will evaluate the Offeror's past and present experience. In particular, USPTO will evaluate the Offeror's past experience to determine the extent to which the Offeror has performed work of similar size and magnitude.

B. Customer Satisfaction

The USPTO will evaluate customer satisfaction that includes examples of problem solving skills, business relations, timeliness, cost control (within budget).

M.5.3 Quality Control and Assurance System

The USPTO will evaluate the Offeror's Quality Control and Assurance (QCA) system, error detection/correction, and backup and recovery plans for continued improvement of products and optimization of quality. The USPTO will verify that the Offeror is ISO 9001: 2000 certified, or evaluate the Offeror's plan to become certified by the time of award. The Offeror's proposed disaster recovery plan will be evaluated for sufficiency.

M.5.4 Price Evaluation

To evaluate offers for award purposes, the USPTO will apply Offeror's proposed fixed prices to the estimated quantities for all line items and all contract periods included in the solicitation. The USPTO will determine the most advantageous proposal to the USPTO in terms of total price over the total contract period. Evaluation will consider all prices including escalation, terms, and conditions. The burden of price credibility rests with the Offeror. No prompt payment discounts or limited time offers will be considered in price evaluation. To evaluate Offerors for award purposes, the USPTO will apply the Offeror's proposed fixed-prices to the estimated quantities provided in the unit price tables. The evaluated quantities presented in the unit price tables are not a representation by the USPTO that these quantities will be required or ordered.

The USPTO will use the following criteria to evaluate the price proposals:

A. Reasonableness

If it is determined that an Offeror's prices are unexplainably high, the Offeror may be judged unrealistic. Prices that are unexplainably low and represent a probable loss position for the Offeror may be judged unrealistic and may be cause for eliminating a proposal from competition either on the basis that the Offeror does not understand the requirement or has made an improvident proposal. Also, see Section M.3.

B. Completeness

The USPTO will evaluate the responsiveness of each Offeror in providing prices for all RFP requirements and all line items in Section B.

M.6 RELATIVE IMPORTANCE OF EVALUATION FACTORS

The USPTO has determined that the combination of technical, past performance, and quality control and assurance system factors are significantly more important than price considerations. Of the non-price factors, Technical Approach has the greatest importance. Technical Approach is significantly more important than Past Performance which is slightly more important than Quality Control and Assurance System. Under Technical Approach, Planned Operations is significantly more important than Planned Resources which is equal in importance to Transition Plan. Planned Resources and Transition Plan, both individually and when combined, are significantly more important than Small Business Subcontracting. Under Past Performance, Relevance and Customer Satisfaction are approximately equal in importance.

M.7 BASIS OF CONTRACT AWARD

The basis for award of a contract as a result of this RFP will be an integrated assessment by the USPTO based on evaluation factors described above. Award will not be automatically determined by numerical calculation or formula. Award of the contract will be made to the responsive, responsible Offeror whose proposal, including options, contains the combination of technical, past performance, quality control and assurance, and price factors offering the best overall value to the USPTO. This will be determined by comparing differences in the value of technical, past performance, and quality control and assurance system features with differences in price to the USPTO. The USPTO is under no obligation to award to the Offeror whose proposal receives the highest overall rating. The USPTO shall determine what tradeoff among technical, past performance, quality control and assurance system, and price factors promises the greatest value to the USPTO.

To be eligible for source selection and contract award, the Offeror shall meet the following conditions:

- ISO 9001: 2000 Certified at the time of award and through the life of the contract
- Determined to be responsible according to the standards of FAR Subpart 9.1
- Complies with all applicable laws and regulations and agrees to terms and conditions set forth in the RFP
- Proposal is prepared according to instructions set forth in the RFP and demonstrates the Offeror's capability to perform the scope of work required
- Meets the mandatory requirements set forth in Section C of the RFP

The USPTO will not award a contract at a significantly higher overall cost to achieve slightly superior features. However, the USPTO reserves the right to award a contract at a higher overall cost for significantly superior features. In assessing superior features, the USPTO will conduct a trade-off analysis giving consideration to the proposal that demonstrates the Offerors capability of furnishing the USPTO and its customers with continued and improved patent data capture services and high quality deliverables. The USPTO will also give consideration to the proposal that provides a delivery schedule that is viable as well as ensures rapid turn-around of deliverable products. The USPTO may reject any or all proposals if such action is in the interest of USPTO.